

M

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

147065/65

395

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

[2][1][1]

04597513

Name of company

* TRM INVESTMENTS LIMITED (the "Chargor")

Date of creation of the charge

25 August 2009

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

Group Debenture (the "Deed")

Amount secured by the mortgage or charge

4
+
10.
All present and future obligations and liabilities (whether actual or
contingent and whether owed jointly or severally or alone or in any other
capacity whatsoever) of each present or future member of the Group to the
Security Agent and/or the other Secured Parties, (or any of them) under or
pursuant to any Finance Document (including all monies covenanted to be
paid under the Deed) (the "Secured Obligations").

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

01 + a.s.
HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED (the "Security Agent"), of 8
Canada Square, London

Postcode E14 5HQ

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

Alasdair Hinds
DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE

AH/113920/1

Time critical reference

For official Use (02/06)
Mortgage Section

SATURDAY



PC3

P66NMCTF
29/08/2009
COMPANIES HOUSE

115

Short particulars of all the property mortgaged or charged

1. GRANT OF SECURITY

1.1 Nature of security

All Security and dispositions created or made by or pursuant to the Deed were created or made:

- (a) in favour of the Security Agent;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Obligations.

1.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

(Continued at Addendum 4/4)

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)

Nil

Signed DLA P.P.R. UK LLP

Date 28/8/2009

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

Name of company

*insert full name
of Company

* TRM INVESTMENTS LIMITED (the "Chargor")

Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

Note.**In this form:**

"Accession Deed" means an accession deed substantially in the form set out in schedule 6 of the Deed (Form of Accession Deed);

"Acquisition Documents" means the Acquisition Agreement, the Acquisition Disclosure Letter, the Transitional Services Agreement (each as defined in the Facilities Agreement) and any other document designated as an "Acquisition Document" by the Agent and the Chargor;

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 (Security assignments) of the Deed;

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

"Cash Collateral Accounts" means each:

(a) Mandatory Prepayment Account; and

(b) each Holding Account,

(each as defined in the Facilities Agreement) and including but not limited to the accounts (if any) specified as such in part 3 of the schedule hereto (Details of Security Assets);

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

"Charged Securities" means:

(a) the securities specified in part 2 of the schedule hereto (Details of Security Assets); and

(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Deed) now or in future owned (legally or beneficially) by the Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which the Chargor has an interest at any time;

"Collection Account" has the meaning given to that term in clause 11.8(a)(iii) of the Deed;

"Debenture Security" means the Security created or evidenced by or pursuant to the Deed or any Accession Deed;

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver;

"Event of Default" means each Event of Default as defined in the Facilities Agreement;

"Facilities Agreement" means the sterling term and multicurrency revolving facilities agreement dated on or about the date of the Deed and made between, amongst others, (1) 1st Software Holdings Limited as Company, (2) the companies listed in part 1 of schedule 1 to it as Original Borrowers, (3) the companies listed in part 1 of schedule 1 to it as Original Guarantors, (4) HSBC Bank plc, Lloyds TSB Bank plc and The Royal Bank of Scotland plc acting as agent for National Westminster Bank plc as Joint Lead Arrangers, (5) the banks and

Name of company

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financial institutions listed in part 2 of schedule 1 to it as Original Lenders, (6) HSBC Bank plc as Agent and (7) the Security Agent, pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers (each term as defined in the Facilities Agreement);

"Finance Document" means the Facilities Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request (each as defined in the Facilities Agreement) and any other document designated as a "Finance Document" by the Agent and the Chargor;

"Group" means the Company, the Target and each of their respective Subsidiaries for the time being (each as defined in the Facilities Agreement);

"Guarantor" means an Original Guarantor or an Additional Guarantor under the Facilities Agreement (each as defined in the Facilities Agreement), unless it has ceased to be a Guarantor in accordance with clause 29 (Changes to the Obligors) of the Facilities Agreement;

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Company and a Hedge Counterparty (each as defined in the Facilities Agreement) for the purpose of hedging the types of liabilities and/or risks in relation to the Term Facilities which, at the time the master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Hedging Letter delivered to the Agent under clause 4.1 of the Facilities Agreement (Initial conditions precedent) requires to be hedged;

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of the Chargor, or in which the Chargor from time to time has an interest (including, without limitation:

- (a) all present and future Key-man Policies; and
- (b) the policies of insurance (if any) specified in part 6 of the schedule hereto (Details of Security Assets));

"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Chargor in, or relating to:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist), (including, without limitation, the intellectual property rights (if any) specified in part 4 of the schedule hereto (Details of Security Assets));

"Intercreditor Agreement" has the meaning given to such term in the Facilities Agreement;

"Key-man Policy" means each key-man life assurance policy (in form and substance reasonably satisfactory to the Agent and with such insurer as the Agent may reasonably approve) taken out and maintained by an Obligor in respect of the death and disability and/or critical illness of the following individuals and in not less than the following respective amounts and terms:

Name of individual - Amount (£) - Term

Paul Yates - £500,000 - 3 years

David Child - £500,000 - 3 years

Kevin Budge - £250,000 - 3 years

and any substitute or replacement policy entered into relating to the same;

"Obligor" means a Borrower or a Guarantor (each as defined in the Facilities Agreement);

"Quasi-Security" has the meaning given to that term in clause 25.14 (Negative pledge) of the

Name of company

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* TRM INVESTMENTS LIMITED (the "Chargor")

Facilities Agreement;

"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Chargor, or in which the Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of the schedule hereto (Details of Security Assets)), together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (b) all easements, rights and agreements in respect thereof; and
- (c) the benefit of all covenants given in respect thereof;

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT (as defined in the Facilities Agreement) and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (b) all proceeds of any of the foregoing;

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Security Agent under the Deed;

"Related Rights" means, in relation to any Charged Security:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition; and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Relevant Contract" means:

- (a) each Acquisition Document;
- (b) each Hedging Agreement (as defined in the Facilities Agreement); and
- (c) each Material Contract and each agreement specified in part 5 of the schedule hereto (Details of Security Assets) or specified in any Accession Deed as a "Material Contract", together with each other agreement supplementing or amending or novating or replacing the same;

"Secured Parties" has the meaning given to that term in the Intercreditor Agreement;

"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 Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed;

"Transaction Security Documents" means each of the documents specified in:

- (a) paragraph 3(e) of part 1 of the schedule 2 (Conditions precedent) to the Facilities Agreement; and
- (b) paragraph 13 of part 2 of schedule 2 (Conditions precedent) to the Facilities Agreement; and
- (c) clause 25.38(a) to the Facilities Agreement.

SEE ATTACHED SCHEDULE

Name of company

*insert full name
of Company

* TRM INVESTMENTS LIMITED (the "Chargor")

Addendum 3/4

3. Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

2. FIXED SECURITY

2.1 Fixed charges

The Chargor charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

(a) by way of first legal mortgage:

(i) the Real Property (if any) specified in part 1 of the schedule hereto (Details of Security Assets); and

(ii) all other Real Property (if any) at the date of the Deed vested in, or charged to, the Chargor (not charged by clause 2.1(a)(i) above);

(b) by way of first fixed charge:

(i) all other Real Property and all interests in Real Property (not charged by clause 2.1(a) above);

(ii) all licences to enter upon or use land and the benefit of all other agreements relating to land; and

(iii) the proceeds of sale of all Real Property;

(c) by way of first fixed charge all plant and machinery (not charged by clause 2.1(a) or 2.1(b) above) and the benefit of all contracts, licences and warranties relating to the same;

(d) by way of first fixed charge:

(i) all computers, vehicles, office equipment and other equipment (not charged by clause 2.1(c) above); and

(ii) the benefit of all contracts, licences and warranties relating to the same,

(e) by way of first fixed charge:

(i) the Charged Securities referred to in part 2 of the schedule hereto (Details of Security Assets); and

(ii) all other Charged Securities (not charged by clause 2.1(e)(i) of the Deed), in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

(f) by way of first fixed charge:

(i) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts;

(ii) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts; and

(iii) all accounts of the Chargor with any bank, financial institution or other person at any time (not charged by clauses 2.1(f)(i) or 2.1(f)(ii) of the Deed) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

(g) by way of first fixed charge:

(i) the Intellectual Property (if any) specified in part 4 of the schedule hereto (Details of Security Assets); and

Name of company

*insert full name
of Company

* TRM INVESTMENTS LIMITED (the "Chargor")

(ii) all other Intellectual Property (if any) (not charged by clause 2.1(g)(i) of the Deed);
(h) to the extent that any Assigned Asset is not effectively assigned under clause 2.2 (Security assignments) of the Deed, by way of first fixed charge such Assigned Asset;
(i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed):

(i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Chargor or the use of any of its assets; and
(ii) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it; and
(j) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor.

2.2 Security assignments

Each Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:

(a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;
(b) each of the following:
(i) each present and future Key-man Policy;
(ii) all Insurances specified in part 6 of the schedule hereto (Details of Security Assets); and
(iii) all other Insurances (not assigned by clauses 2.2(b)(i) or 2.2(b)(ii) of the Deed), and all claims under the Insurances and all proceeds of the Insurances; and
(c) all other Receivables (not assigned under clauses 2.2(a) or 2.2(b) of the Deed).
To the extent that any Assigned Asset described in clause 2.2(b) above is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurances.

2.3 Assigned Assets

The Security Agent is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Deed.

3. FLOATING CHARGE

The Chargor charged and agreed to charge by way of first floating charge all of its present and future:

(a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 2.1 (Fixed charges), clause 2.2 (Security assignments) above or any other provision of the Deed; and
(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

4. CONVERSION OF FLOATING CHARGE

4.1 Conversion by notice

The Security Agent may, by written notice to the Chargor, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Chargor specified in the notice if:

(a) an Event of Default has occurred and is continuing; or
(b) the Security Agent (acting reasonably) considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

4.2 Small companies

Name of company

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The floating charge created under the Deed by the Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Chargor.

4.3 Automatic conversion

The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

- (a) in relation to any Security Asset which is subject to a floating charge if:
- (i) the Chargor creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Agent; or
 - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and
- (b) over all Security Assets of the Chargor which are subject to a floating charge if an administrator is appointed in respect of the Chargor or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

4.4 Scottish property

Clause 4.3 (Automatic conversion) above will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

4.5 Partial conversion

The giving of a notice by the Security Agent pursuant to clause 4.1 (Conversion by notice) above in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the other Secured Parties.

5. CONTINUING SECURITY

5.1 Continuing security

The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

5.2 Additional and separate security

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any other Secured Party may at any time hold for any Secured Obligation.

5.3 Right to enforce

The Deed may be enforced against the Chargor without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

6. NEGATIVE PLEDGE AND DISPOSALS

The Chargor shall not do or agree to do any of the following without the prior written consent of the Security Agent:

- (a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than as created by the Deed; or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or

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a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Loan (each as permitted and defined by the Facilities Agreement)).

7. SET-OFF

7.1 Set-off rights

(a) The Security Agent and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by the Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Security Agent or such other Secured Party the Chargor) against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.

(b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 18.1(a) of the Deed), the Security Agent and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by the Chargor under any Finance Document against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.

(c) If the obligations are in different currencies, the Security Agent or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

(d) If either obligation is unliquidated or unascertained, the Security Agent or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation.

7.2 Time deposits

Without prejudice to clause 7.1 (Set-off) above, if any time deposit matures on any account which the Chargor has with the Security Agent or any other Secured Party at a time within the Security Period when:

(a) the Deed has become enforceable; and

(b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Security Agent or such other Secured Party in its absolute discretion considers appropriate unless the Security Agent or such other Secured Party otherwise agrees in writing.

8. DELEGATION

Each of the Security Agent and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under the Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Security Agent nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

9. FURTHER ASSURANCES

9.1 Further action

The Chargor shall at its own expense, immediately do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for:

(a) creating, perfecting or protecting the Security intended to be created by the Deed or any other Transaction Security Document;

(b) facilitating the realisation of any Security Asset;

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(c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law; or

(d) creating and perfecting Security in favour of the Security Agent or the Secured Parties over any property and assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Deed or any other Transaction Security Document.

This includes:

(i) the re-execution of the Deed or such Transaction Security Document;
(ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee; and

(iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient.

9.2 Finance Documents

The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Finance Documents.

9.3 Specific security

Without prejudice to the generality of clause 9.1 (Further action) above, the Chargor will immediately upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Deed (including any fixed security arising or intended to arise pursuant to clause 4 (Conversion of floating charge) above).

10. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appointed the Security Agent, each Receiver and any Delegate to be its attorney to take any action which the Chargor is obliged to take under the Deed, including under clause 9 (Further assurances) above or, if no Event of Default is continuing, which the Chargor has failed to take. The Chargor ratified and confirmed whatever any attorney does or purports to do pursuant to its appointment under this clause.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4597513
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GROUP DEBENTURE DATED 25
AUGUST 2009 AND CREATED BY TRM INVESTMENTS LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE GROUP TO THE SECURITY AGENT AND/OR THE OTHER
SECURED PARTIES 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 29 AUGUST 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 SEPTEMBER
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES