

# M

CHFP025

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\*insert full name  
of Company

## COMPANIES FORM No. 395 <sup>01</sup> 214642/28

### 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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[2111]

04697004

Name of company

\* Transactis Limited (the "Company")

Date of creation of the charge

19 December 2008

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

Debenture (the "Debenture") between the Company and The Co-operative Bank  
p.l.c. (the "Bank")

Amount secured by the mortgage or charge

The payment and discharge on demand of all monies, obligations and  
liabilities now or at any time hereafter due, owing or incurred by the  
Company to the Bank on any current or other account or otherwise (whether  
actual or contingent, as principal or surety and whether solely or jointly  
with any other person), and whether originally owing to the Bank or  
otherwise purchased or acquired by it, including interest, discount,  
commission, bank charges and other charges and expenses charged by the  
Bank. Such interest shall be calculated and compounded in accordance with  
the terms of the Facility Agreement (as defined below) as well after as  
before any demand made or judgment obtained under the Debenture (the  
"Secured Obligations").

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

The Co-operative Bank p.l.c. P O Box 101, 1 Balloon Street, Manchester

Postcode M60 4EP

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

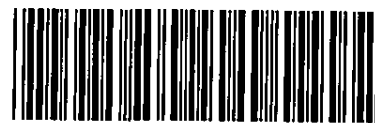
Hammonds LLP  
Trinity Court  
16 John Dalton Street  
Manchester  
M60 8HS

CAS/COO.36-197

Time critical reference

For official use  
Mortgage Sec

WEDNESDAY



\*ASTVI64I\*

A29

31/12/2008

288

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1. The Company with full title guarantee hereby charges to the Bank as security for the payment and discharge of the Secured Obligations:

a) by way of legal mortgage all freehold and leasehold property (including heritable property situate in Scotland) of the Company at the date of the Debenture and the proceeds of sale thereof together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property.

b) by way of fixed charge all estates and interests of the Company in freehold, leasehold property (including heritable property situate in Scotland) and other immovable property (wherever situate), now or at any time hereafter during the continuance of this security belonging to or charged to the Company (not being charged by clause (a) above) and the proceeds of sale thereof, together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property.

..... continued .....

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Particulars as to commission allowance or discount (note 3)

N/A

Signed Hammonds LLP

Date 29 December 2008

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

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**Particulars of a mortgage or charge  
(continued)**

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Continuation sheet No 1  
to Form No 395 and 410 (Scot)

*Please complete  
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Company Number

04697004

Name of Company

Transactis Limited (the "Company")

Limited\*

\* delete if  
inappropriate

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

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

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete  
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c) by way of fixed charge the benefit of all its rights, present and future, under covenants for title given in relation to the Property (being the property referred to in paragraphs (a) and (b) above (the "Property")) and the benefit of all its rights, present and future, against any lessee, sub-lessee, licensee or other occupier of the Property for the time being (including rights to rental income, licence fees, mesne profits and other income) and, in each case, its rights against guarantors and sureties for the obligations of such persons;

d) by way of fixed charge the benefit of all its rights, present and future, under any contract for the sale, letting or other disposal of the Property and any option to renew any lease or purchase any reversion (whether freehold or not) in relation to the Property;

e) by way of fixed charge the benefit of all its rights, present and future, against persons in connection with any works carried out and/or services and/or goods supplied in the design, construction, fitting out, repair or replacement of the Property;

f) by way of fixed charge all licences, consents and authorisations (both public and private), present and future, held by it in connection with any of its activities;

g) by way of fixed charge all its present and future plant and machinery (save to the extent that such plant and machinery forms part of its stock in trade or work in progress);

h) by way of fixed charge all its present and future vehicles (save to the extent that such vehicles forms part of its stock in trade or work in progress);

i) by way of fixed charge all its present and future computers (save to the extent that such computers form part of its stock in trade or work in progress);

j) by way of fixed charge all its present and future office equipment (save to the extent that such office equipment forms part of its stock in trade or work in progress);

k) by way of fixed charge all other equipment present and future not more particularly charged by this paragraph 1 (unless it forms part of its stock in trade or work in progress) together with all related spare parts, fuels, equipment, tools and all log books, maintenance records, record books, manuals, hand books, contracts, warranties and services records and the benefit of all its rights, present and future, against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement;

l) by way of fixed charge all its goodwill and uncalled capital, present and future;

m) by way of fixed charge all stocks, shares and other securities (including debt securities) and interests in any unincorporated business or entity, now and at any time during the continuance of this security owned by the Company, together with all rights, benefits and property (including dividend and other income) offered, arising or accruing in relation thereto;

..... continued .....

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**Particulars of a mortgage or charge  
(continued)**

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Continuation sheet No 2  
to Form No 395 and 410 (Scot)

*Please complete  
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Company Number

04697004

Name of Company

Transactis Limited (the "Company")

Limited\*

\* delete if  
inappropriate

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

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Please do not  
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete  
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n) by way of fixed charge all interests in and rights under policies of insurance and assurance now or at any time during the continuance of this security belonging to the Company, and all its rights, present and future, to other compensation monies from time to time payable in respect of the charged assets;

o) by way of fixed charge all patents, trade and service marks, brand and trade names, copyrights, design rights, registered designs, trade secrets, know-how, inventions, confidential information and other intellectual property rights, including the benefit of any pending applications for any of them, now or at any time during the continuance of this security belonging to the Company, including all the Company's rights under any agreements, both present or future, relating to the use or exploitation of such rights;

p) by way of fixed charge all present and future book debts of the Company (the "Book Debts");

q) by way of fixed charge all present and future debts (other than Book Debts) and monetary claims and all other amounts recoverable or receivable (whether ascertained or not) by the Company or due or owing to the Company (the "Payment Obligations");

r) by way of fixed charge all present and future payments of or entitlements to claim payment or repayment of any taxes, insurance premiums or other over-payments by the Company (the "Refundables");

which together with the Book Debts and Payment Obligations are hereinafter described as "Receivables" and references to "Book Debts", "Payment Obligations", "Refundables" and "Receivables" shall include the benefit of all related rights and remedies (including equitable rights and rights under guarantees, indemnities, liens and encumbrances;

s) by way of fixed charge, with effect from the opening or establishment of any collections account, all monies standing to the credit of such collections account;

t) by way of fixed charge all monies standing to the credit of the Company from time to time on any and all accounts with any bank or financial institution(not being charged by Clause 1(s));

u) by way of floating charge all its undertaking, property and assets, whatever and wherever, both present and future except to the extent effectively charged under the preceding provisions of this Clause 1.

2. The fixed charges created by clauses 1(g) to 1(j) shall, in each case, include all related spare parts, fuels, equipment, tools and all log books, maintenance records, record books, manuals, hand books, contracts, warranties and services records and the benefit of all its rights, present and future, against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement.

#### Negative Pledge

Except for Permitted Security, the Company shall not, without the prior written consent of the Bank, create or allow to subsist any encumbrance over any charged assets whether ranking in priority to, pari passu with or subsequent to the security created by the Debenture) or attempt or agree to do so.

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**Particulars of a mortgage or charge  
(continued)**

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Continuation sheet No 3  
to Form No 395 and 410 (Scot)

*Please complete  
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Company Number

04697004

Name of Company

Transactis Limited (the "Company")

Limited\*

\* delete if  
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete  
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"Facility Agreement" means the overdraft letter dated 19 December 2008 between the Company's holding company, CDMS Limited and the Bank.

"Quasi-Security" means the transaction described in Clause 3.2 of the Debenture.

"Permitted Security" means:

- (a) any encumbrance or Quasi-Security given under the Finance Documents (as defined in the Debenture);
- (b) any netting or set-off arrangement entered into by any Group Company in the ordinary course of its banking arrangements for the purposes of netting debit and credit balances;
- (c) any lien arising by operation of law and in the ordinary course of trading;
- (d) any encumbrance or Quasi-Security over or affecting any asset acquired by a Group Company after the date of the Debenture if:
  - (i) the encumbrance or Quasi-Security was not created in contemplation of the acquisition of that asset by that Group Company;
  - (ii) the principal amount secured is not greater than £50,000 and has not been increased in contemplation of or since the acquisition of that asset by that Group Company; and
  - (iii) the encumbrance or Quasi-Security is removed or discharged within six months of the date of acquisition of such asset;
- (e) any encumbrance arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to the Company in the ordinary course of trading and on the supplier's standard or usual terms;
- (f) any encumbrance or Quasi-Security arising as a consequence of any finance leases of vehicles, plant, equipment or computers entered into by the Group up to a maximum aggregate amount of £5,000,000; or
- (g) any encumbrance securing indebtedness the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other indebtedness which has the benefit of an Encumbrance given by the Company other than any permitted under paragraphs (a) to (f) above) does not exceed £50,000 (or its equivalent in other currencies).

"Group" means CDMS Limited and its subsidiaries.

"Group Company" means any member of the Group.

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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. 4697004  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 19  
DECEMBER 2008 AND CREATED BY TRANSACTIS LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO CO-OPERATIVE BANK PLC ON ANY  
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO  
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 31  
DECEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JANUARY 2009



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES