

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

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

[3][1][1]

05341336

Name of company

* Plethora Solutions Holdings plc (the "Chargor")

Date of creation of the charge

22 May 2009

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

Account Charge made between the Chargor (1) and the Lender (2) (the
"Charge")

Amount secured by the mortgage or charge

Please see attached schedule 1

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

ETV Capital S.A.
6 rue Philippe II, L-2340, Luxembourg
(the "Lender")

Postcode

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

Taylor Wessing LLP
5 New Street Square
London
EC4A 3TW

Ref: UAKG

Time critical reference

ETV-1-U73/Charge PSHP

For official Use (06/2005)
Mortgage Section

Post room

MONDAY



A17

01/06/2009

COMPANIES HOUSE

53

Please see attached schedule 2

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 Taylor Wessing LLP Date 29.05.09

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

Definitions

In the Form 395 and schedules terms defined in the Loan Agreement and not otherwise defined in the Charge shall, unless the context otherwise requires, have the same meanings when used in the Charge and:

"Account" means the account designated Plethora Solutions Holdings PLC re ETV number 00229406, sort code 30-91-56 of the Chargor with Lloyds TSB Bank Plc branch at University of Cambridge (309156) Branch, PO Box 1000, BX1 1LT or any other account which is opened in place of such account;

"Charged Property" means the Chargor's interest in the Account and all money now or at any time after the date of the Charge credited to, or standing to the credit of, the Account, together with accrued interest in respect of such money and the debts owing to the Chargor in respect of such money or interest;

"Encumbrance" means any mortgage, charge, assignment by way of security, pledge, lien, trust, any form of distress, attachment, execution or other legal process or any other type of encumbrance or security interest or any other type of arrangement (including any sale and lease back or sale and repurchase arrangement) having or intended to have a similar effect;

"Enforcement Event" means the occurrence of an Event of Default under the Loan Agreement;

"First Amendment Agreement" means an amendment agreement dated 27 March 2008;

"Loan Agreement" means the Original Loan Agreement as amended by the First Amendment Agreement and the Second Amendment Agreement;

"Original Loan Agreement" means a loan agreement dated 29 June 2007;

"Second Amendment Agreement" means an amendment agreement dated on or about the date of the Charge each made between (1) the Chargor and its subsidiary, Plethora Solutions Limited and (2) the Lender; and

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

Schedule 1

Amount secured by the mortgage or charge

All liabilities of the Chargor owed or expressed to be owed to the Lender under or in connection with the Facility Documents whether owed jointly or severally, as principal or surety or in any other capacity

(the "**Secured Liabilities**").

Schedule 2

Short particulars of the property mortgaged or charged

1. Security

1.1 Charge

As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee charged to the Lender by way of fixed charge its interest in the Account and all money now or at any time after the date of the Charge credited to, or standing to the credit of, the Account, together with accrued interest in respect of such money and the debts owing to the Chargor in respect of such money or interest.

1.2 Application of Charged Property

Upon or at any time after the occurrence of an Enforcement Event (which is continuing unwaived or unremedied to the satisfaction of the Lender), the Lender will be entitled without first giving notice to the Chargor to apply all or any part of the Charged Property in or towards the discharge of the Secured Liabilities and the Lender may take any such action even if any specific period for the deposit of money forming all or any part of the Charged Property has not expired.

NB. The Charge has the following restrictions:

1.3 Dealings with the Account

Subject to Clause 5.3 of the Charge, the Chargor shall not without first obtaining the consent in writing of the Lender:

- (a) withdraw any money from the Account or require the Lender to make any payment from the Account to the Chargor or any other person;
- (b) sell, assign or otherwise dispose or purport or agree to dispose of any interest in or grant any right over the Charged Property;
- (c) create, agree to create or allow to arise or remain outstanding any Encumbrance over any Charged Property.



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 5341336
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ACCOUNT CHARGE DATED 22
MAY 2009 AND CREATED BY PLETHORA SOLUTIONS
HOLDINGS PLC FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO ETV CAPITAL S.A.
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 1 JUNE 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 JUNE 2009



Companies House
— for the record —

PJ



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES