

# M

CHFP041

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.

COMPANIES HOUSE

FREE PAID

EDINBURGH

# 395

Please do not  
write in  
this margin

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

2

06481322

Name of company

\*Right Document Solutions Holdings Limited (the **Assignor**)

Date of creation of the charge

30 June 2008

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

Insurance Assignment of Keyman Life Policies (the **Deed**)

Amount secured by the mortgage or charge

The **Secured Amounts** as defined in Paper Apart 1

See Paper Apart 3 for definitions

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

Clydesdale Bank plc acting through its office at Clydesdale Bank Plaza,  
6th Floor, 50 Lothian Road, Edinburgh (the **Bank**)

Postcode EH3 96T

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

Dundas & Wilson CS LLP  
Saltire Court  
20 Castle Terrace  
Edinburgh EH1 2EN

For official use (02/2006)  
Mortgage Section

Post room

WEDNESDAY



\*SWH0419J\*

SCT

09/07/2008

1044

COMPANIES HOUSE

Time critical reference

PCE/ADCF/CLY003 1079

COM395/1

Short particulars of all the property mortgaged or charged

The Assignor assigns all of its right, title and interest, at the date of the Deed and in the future, in and to the Policies (including all new, amended and substituted policies related thereto) and all monies, including bonuses accrued, or which may at any time after the date of the Deed accrue, which shall become payable under them and the benefit of all powers and remedies for enforcing the same absolutely and the full benefit thereof, subject only to the proviso for reassignment on redemption

See Paper Apart 3 for definitions

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)

N/A

Signed

*Dental with CR*

Date 8/7/08

On behalf of [company/ 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 are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ

**This is the Paper Apart 1 referred to in the preceding Form 395 in respect of the Debenture dated 30 June 2008 granted by Right Document Solutions Holdings Limited in favour of the Clydesdale Bank plc.**

The **Secured Amounts** means -

- 1 1 The Assignor covenants with the Bank to pay and discharge to the Bank on demand in accordance with the terms of the documents relating to such monies and liabilities
  - 1 1 1 all monies and liabilities which now are or shall at any time hereafter be due owing or incurred to the Bank by the Assignor whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever provided that the monies and liabilities which the Assignor hereby covenants to pay and discharge shall not include any monies and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless specifically agreed in writing between the Assignor and the Bank,
  - 1 1 2 on a full and unlimited indemnity basis all costs, charges, losses, expenses and other sums mentioned in clause 15 of the Deed, and
  - 1 1 3 interest to the date of discharge on all sums payable but unpaid under any of the provisions of the Deed
- 1 2 Interest payable under sub-clause 2 1 of the Deed shall be computed and compounded as agreed from time to time between the Assignor and the Bank or in the absence of such agreement compounded quarterly according to the current practice for the time being of the Bank and computed at the rate of 2% (two per centum) per annum over the Bank's base rate from time to time and shall be payable as well after as before any demand on or judgment against the Assignor.

**This is the Paper Apart 2 referred to in the preceding Form 395 in respect of the Debenture dated 30 June 2008 granted by Right Document Solutions Holdings Limited in favour of the Clydesdale Bank plc.**

INSURER                      Norwich Union

POLICY NO                 2833774ER

LIFE ASSURED             Paul Mark Gillett

SUM ASSURED             £500,000

DATE                        8 May 2008

PERIOD                     5 years

and

INSURER                      Norwich Union

POLICY NO                 2833834EY

LIFE ASSURED             Nicholas David Jones

SUM ASSURED             £200,000

DATE                        8 May 2008

PERIOD                     5 years

and

INSURER                      Aegon Scottish Equitable

POLICY NO                 L01 91486113

LIFE ASSURED             Alpesh Unalkat

SUM ASSURED             £200,000

DATE                        8 May 2008

PERIOD                     5 years

**This is the Paper Apart 3 referred to in the preceding Form 395 in respect of the Debenture dated 30 June 2008 granted by Right Document Solutions Holdings Limited in favour of the Clydesdale Bank plc.**

**Event of Default** has the meaning given to that term in the Facility Agreement,

**Facility Agreement** means the facility agreement dated on or around the date of the Deed between, *inter alios*, the Assignor and the Bank in respect of credit facilities of up to £12,000,000, and

**Policies** means the policies of insurance, particulars of which are set out in Schedule 1 to the Deed (as set out in Paper Apart 2), together with any policy or policies in substitution or replacement of them (each a **Policy**)



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

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

COMPANY NO. 6481322  
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN INSURANCE ASSIGNMENT OF  
KEYMAN LIFE POLICIES DATED 30 JUNE 2008 AND CREATED  
BY RIGHT DOCUMENT SOLUTIONS HOLDINGS LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO CLYDESDALE BANK PLC 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 9 JULY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 JULY 2008



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES