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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

216386113

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

216386113

00197754

Name of company

* ACCO UK Limited (the the "Charging Company")

Date of creation of the charge

19 May 2009

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

CB6 Corporate Deposit Deed (Charge Form, All Monies and Liabilities) dated
19 May 2009 (the "Deed") between the Charging Company and Citibank
International Plc (the "Bank").

Amount secured by the mortgage or charge

See Part II of the attached Schedule for the amount secured by the mortgage
or charge.

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

Citibank International Plc
c/c Citigroup - EMEA Trade Services, 20th Floor, Citigroup Centre,
Canada Square, Canary Wharf, London

Postcode E14 5LB

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

Lovells LLP
Atlantic House
Holborn Viaduct
London
EC1A 2FG

F3/AMT/SOA/TSEG/32653.02068

Time critical reference

For official Use (06/2005)

Mortgage Section

THURSDAY



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ACU9OAF2

04/06/2009

378

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Part III of the attached Schedule for the short particulars of all the property mortgaged or charged.

See Part IV of the attached Schedule for the covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Deed and which must be read as part of those charges.

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Houelle LLP.

Date 3 June 2009

On behalf of ~~HOUELLE LLP~~ [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

SCHEDULE TO FORM 395 FOR ACCO UK LIMITED

Part I Definitions

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

"Charged Account" is as defined in part III of this Schedule.

"Charged Assets" is as defined in part III of this Schedule.

"Deposits" is as defined in part III of this Schedule.

"Designated Account" means account number 011604708 (as from time to time re-designated or re-numbered) in the name of the Charging Company and held with the Bank.

"Encumbrance " means any mortgage, charge, pledge, hypothecation, lien, assignment, option, right of set-off, right to acquire, right of pre-emption, security interest, trust arrangement and any other equity or preferential right or any agreement or arrangement to create any of them.

"Obligations" is as defined in part II of this Schedule.

Part II Amount Secured by the mortgage or charge

By clause 1 (*Payment and Discharge*) the Charging Company shall on demand pay and discharge in full all obligations and liabilities now or in the future due, owing or incurred, or expressed or intended to be due, owing or incurred, to the Bank (whether actually or contingently, alone or jointly, or as principal or surety) by the Charging Company in any currency together with interest (before as well as after judgment) to the date of payment at such rates and upon such terms as may from time to time be payable or expressed or intended to be payable by the Charging Company and all costs, commissions and fees incurred by the Bank in relation to the Charging Company (the **"Obligations"**).

Part III Particulars of property mortgaged or charged

By clause 2 (*Charge*) the Charging Company charges and agrees to charge by way of first fixed charge with full title guarantee in favour of the Bank:

- (a) the Designated Account and any other account in any currency (as from time to time re-designated or re-numbered) opened or maintained by the Bank in the name of the Charging Company or its nominee (the Designated Account and any such other account each being a **"Charged Account"**); and
- (b) all moneys now or at any time standing to the credit of the Charged Accounts and all entitlements to interest and other rights, benefits and claims accruing to, or arising in connection with, those moneys or the Charged Accounts (together being the **"Deposits"**),

(the Charged Accounts and the Deposits together being the "**Charged Assets**") for the payment to the Bank, and the discharge, of all of the Obligations.

Part IV **Covenants and Restrictions**

By clause 2.02 (*Charge*) at any time after the Bank demands payment of any of the Obligations, or if requested by the Charging Company, the Bank may exercise all the powers conferred on mortgagees by law, and may apply all or any part of the Charged Assets (whether on or before the expiry of any fixed or minimum period for which any of the Charged Assets has been placed with the Bank) in or towards satisfaction of the Obligations and in such order as the Bank may in its absolute discretion from time to time determine.

By clause 6 (*Negative Covenants*) the Charging Company shall not:

- (a) sell or dispose of all or any of its right, title and interest in and to all or any part of the Charged Assets (or agree to do so); or
- (b) create or permit to subsist any Encumbrance (of any ranking) over its right, title and interest in and to all or any of the Charged Assets (or agree to do so); or
- (c) (without limiting paragraphs (a) or (b) above) withdraw, transfer or deal with all or any part of the Charged Assets (or agree to do so),

save as contemplated by the Deed or otherwise with the Bank's prior written consent (and subject to any conditions the Bank may attach to that consent, if given).

By clause 14.03 (*Assignment*) none of the Charged Assets nor any right, title or interest in or to them shall, save as expressly provided in the Deed, be capable of assignment, transfer or other Encumbrance or disposal by the Charging Company.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 197754
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CB6 CORPORATE DEPOSIT DEED
DATED 19 MAY 2009 AND CREATED BY ACCO UK LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO CITIBANK INTERNATIONAL PLC 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 4 JUNE 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 JUNE 2009



Companies House
— for the record —

Full.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES