

M

COMPANIES FORM No. 395

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.

CHFP025

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

634364/3

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

For official use

Company number

7

01428210

Name of company

Specialist Computer Centres Plc (SCC)

Date of creation of the charge

31 October 2008

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

Debenture dated 31 October 2008 (the Debenture)

Amount secured by the mortgage or charge

1 All money and liabilities due on or after the date of the Debenture, owing or incurred (before or after that demand) by SCC to Barclays in any manner This applies whether money or liabilities are due, owing or incurred actually or contingently, whether by SCC alone or by SCC jointly with any other person, and whether SCC is a principal or surety, and includes any liability (secured or unsecured) of SCC to a third party which subsequently becomes payable to Barclays by assignment or otherwise, and

2 All interest, commission, fees, charges, costs and expenses which Barclays may charge to SCC in the course of Barclays' business or incur in respect of SCC or SCC's affairs The interest will be calculated and compounded in accordance with Barclays' usual practice, before and also after any demand or judgment

(together the Secured Sums)

Please return via CH London Counter

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

Barclays Bank PLC of 1 Churchill Place, London (Barclays)

Postcode E14 5HP

Presentor's name address and reference (if any)

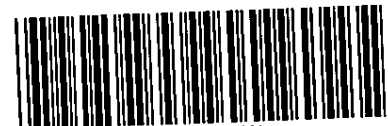
Denton Wilde Sapte LLP
One Fleet Place
London EC4M 7WS
GW/VXK/TG/76002 00005

Time critical reference
TG

For official Use (02/00)
Mortgage Section

Post room

THURSDAY



LD2 *LFM1L4LX* 193
06/11/2008
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See the M395 Continuation Sheet attached

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 *Denton Wilde Sapte LLP*

Date *6.11.2008*

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

On behalf of [company] [mortgagee/chargee][†]

Notes

[†] delete as appropriate

- 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

Specialist Computer Centres Pic

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

1 Charges created by SCC

- 1 1 By executing the Debenture SCC charged to Barclays with full title guarantee with the payment or discharge of all Secured Sums
- 1 1 1 by way of legal mortgage, all Land in England and Wales at the date of the Debenture vested in SCC and not registered at HM Land Registry,
- 1 1 2 by way of fixed charge,
- (a) all Land in England and Wales vested in SCC and registered at HM Land Registry at the date of the Debenture,
 - (b) all other Land which on or after the date of the Debenture becomes SCC's property,
 - (c) all plant and machinery on or after the date of the Debenture attached to any Land,
 - (d) all rental and other income and all debts and claims which are due or owing to SCC on or after the date of the Debenture or in connection with any lease, agreement or licence relating to land,
 - (e) all SCC's Securities,
 - (f) all insurance and assurance contracts and policies on or after the date of the Debenture held by or otherwise benefiting SCC
 - (i) which relate to Assets themselves subject to a fixed charge in Barclays' favour, or
 - (ii) which are on or after the date of the Debenture, deposited by SCC with Barclays,
 together with all SCC's rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them),
 - (g) all SCC's good will and uncalled share capital for the time being,
 - (h)
 - (i) all SCC's Intellectual Property, on or after the date of the Debenture, including any Intellectual Property to which SCC is not absolutely entitled or to which SCC is entitled together with others,
 - (ii) the benefit of all agreements and licences on or after the date of the Debenture entered into or enjoyed by SCC relating to relating to the use or exploitation of any Intellectual Property in any part of the world,
 - (iii) all trade secrets, confidential information and knowhow owned or enjoyed by SCC on or after the date of the Debenture in any part of the world,
 - (i)
 - (i) all trade debts on or after the date of the Debenture,
 - (ii) all other debt on or after the date of the Debenture owing to SCC save for those arising on fluctuating accounts with associates (as defined in section 52(3) of the Companies Act 1989),
 - (j) the benefit of all instruments, guarantees, charges, pledges and other rights on or after the date of the

Name of company

* insert full name
of company

Specialist Computer Centres Plc

Debenture available to SCC as security in respect of any Asset itself subject to a fixed charge in Barclays' favour,

1 1 3 by way of floating charge

- (a) all SCC's Assets which are not effectively charged by the fixed charges detailed above, and
 (b) without exception all SCC's Assets insofar as they are situated for the time being in Scotland,

but in each case so that SCC shall not without Barclays' prior written consent

- create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking pari passu with or subject to, this floating charge),
- take any other step referred to in clause 3 1 with respect to any of the Floating charge Assets,
- sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business

1 2 Barclays may at any time crystallise the floating charge created in clause 1 1 3 into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at any time by Barclays to SCC in relation to any or all Floating Charge Assets, as Barclays specify in the notice

1 3 Subject to the rights of any prior mortgagee, SCC must

1 3 1 deposit with Barclays for their retention all title deeds and documents relating to all Assets charged by way of fixed charge under clause 1 1 including insurance and assurance policies,

1 3 2 execute and deliver to Barclays any documents and transfers Barclays require at any time to constitute or perfect an equitable or legal charge or a pledge (at Barclays' option) over any Securities, including uncertified Securities within any clearing, transfer, settlement and/or depositary system, and give any instructions and take any actions Barclays may require to achieve this

1 4 Unless and until this debenture becomes enforceable or Barclays direct otherwise

1 4 1 SCC may continue to exercise all voting and other rights attaching to Securities as long as SCC remain their registered owner,

if Securities are registered in Barclays' nominee's name, all voting and other rights attached to them will be exercised by the nominee in accordance with the instructions SCC issue from time to time. In the absence of instructions, the nominee will refrain from exercising any of these rights

1 5 Any mortgage, fixed charge or other fixed security SCC create in Barclays' favour will have priority over the floating charge created by clause 1 1 3 unless Barclays state otherwise on or after its creation

1 6 Any debentures, mortgages or charges (fixed or floating) which SCC create in the future (except those in Barclays' favour) shall be expressed to be subject to this debenture and shall rank in order of priority behind the charges created by this debenture

2 Collecting Receivables

2 1 SCC must collect and realise all Receivables and immediately on receipt pay all money which SCC receive in respect of them into SCC's bank account with us, or into any other account designated by us, in each case on such terms as Barclays may direct. Pending that payment, SCC will hold all money so received upon trust for us. SCC may not, without Barclays' prior written consent, charge, factor, discount, assign, postpone, subordinate or

Name of company

* insert full name of company

Specialist Computer Centres Plc

wave SCC's rights in respect of any Receivable in favour of any other person or purport to do so

- 2 2 If a credit balance on any account of SCC with Barclays includes proceeds of Receivables credited or transferred to that account, Barclays shall have an absolute discretion whether to permit or refuse to permit SCC to utilise or withdraw that credit balance and Barclays may in Barclays' sole discretion at any time transfer all or any part of that credit balance to any other account of SCC with Barclays or to an account in Barclays' own name
- 2 3 If Barclays release, waive or postpone their rights in respect of any Receivables for the purpose of enabling SCC to factor, discount or otherwise sell them to Barclays or to a third party, the charges created by the Debenture will in all other respects remain in full force and effect. In particular, all amounts due to SCC from Barclays or the third party and any Receivables re-assigned or due to be re-assigned to SCC will be subject to the relevant fixed charge detailed in clause 1 1 2 subject only to any defences or rights of retention or set-off which Barclays or the third party may have against you

3 Negative pledge and other restrictions

SCC must not, except with Barclays' prior written consent

- 3 1 create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of SCC's business) to arise or subsist over any of the Assets,
- 3 2 sell, assign, lease, license or sub-license, or grant any interest in, SCC's Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them

4 Continuing security

The Debenture will remain a continuing security in Barclays' favour, regardless of any settlement of account or any other matter whatever, and shall be without prejudice and in addition to every other right, remedy or security which Barclays may have on or after the date of the Debenture in respect of any of the Assets for the payment of any Secured Sums

Definitions

In the Debenture, unless the context otherwise requires

Assets means all SCC's undertaking, property, assets, rights and revenues, whatever and wherever in the world, on or after the date of the Debenture, and includes each or any of them,

Floating Charge Assets means those of the Assets that are for the time being comprised in the floating charge created by clause 1 1 3 but only insofar as concerns that floating charge,

Intellectual Property means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for, these rights,

Intellectual Property Rights means all and any of SCC's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clause 1 1 2 (h),

Land includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's

Company number

01428210

Name of company

* insert full name
of company

Specialist Computer Centres Plc

fixtures),

Receivables means all sums of money receivable by SCC on or after the date of the Debenture consisting of or payable under or derived from any Assets referred to in clause 1 1 2,

Securities means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than SCC) and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000)

- which on or after the date of the Debenture represent a holding in a subsidiary undertaking (as defined in section 258 of the Companies Act 1985) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section "30 per cent or more" were substituted for "a majority", or
- the certificates for which are on or after the date of the Debenture deposited by SCC with Barclays or which, if uncertificated, are held in escrow or other account in Barclays' favour or held in Barclays' name or that of Barclays' nominee or to Barclays' order,

including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise

References to Barclays refer to Barclays or any transferee or successor whether immediate or derivative,

Any reference to any statute or any section of any statute is deemed to include reference to any statutory modification or re-enactment of it for the time being in force



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

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

COMPANY NO. 1428210
CHARGE NO. 7

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 31 OCTOBER
2008 AND CREATED BY SPECIALIST COMPUTER CENTRES PLC
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 6 NOVEMBER
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 NOVEMBER
2008

UC plc



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES