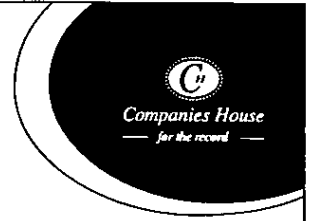


713865/13

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge



A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

What this form is for
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

What this form is NOT for
You cannot use this form to register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s.

FRIDAY



LD4 01/10/2010 90
COMPANIES HOUSE

1 Company details		<small>For official use</small>
Company number	0 2 5 7 9 6 9 2	<input checked="" type="checkbox"/> Filing in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	SOFTBRANDS EUROPE LIMITED (the "Company")	

2 Date of creation of charge	
Date of creation	<input checked="" type="checkbox"/> 2 1 0 9 2 0 1 0

3 Description	
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
Description	SECOND LIEN DEBENTURE BETWEEN THE COMPANY AND GGC FINANCE PARTNERSHIP, L P (THE "SECURITY TRUSTEE") DATED 21 SEPTEMBER 2010 (THE "DEBENTURE")

4 Amount secured		Continuation page Please use a continuation page if you need to enter more details.
Amount secured	Please give us details of the amount secured by the mortgage or charge The obligation of the Company to, on demand, pay and discharge the UK Obligations when due <div style="text-align: center;">Continued on continuation page</div>	

MG01

Particulars of a mortgage or charge

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Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details.

Name	✓ GGC FINANCE PARTNERSHIP, L P
Address	c/o Golden Gate Private Equity Inc , One Embarcadero Centre, 39th Floor, San Francisco, California, USA
Postcode	9 4 1 1 1 1
Name	
Address	
Postcode	

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details.

Short particulars	<p>The Company, with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property Act (Miscellaneous Provisions) Act 1994 shall extend to all charges encumbrances and rights, even if the Company does not know and could not reasonably be expected to know of them), charges as a continuing security the secure the payment and discharge of the UK Obligations</p> <ol style="list-style-type: none">1 charges by way of legal mortgage its interest in Unit 1, Dalton Court, Blackburn Interchange, Blackburn, Lancashire,2 charges by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land (as defined in section 205(1) of the Law of Property Act 1925),3 by way of mortgage of (if to the extent that the Debenture does not take effect as a mortgage), charges by way of fixed charge all Shares and all related Distribution Rights,4 mortgages or (if to the extent that the Debenture does not take effect as a mortgage), charges by way of fixed charge all Investments and all related Distribution Rights, including those held for it by any nominee,5 charges by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgage under (1) above,6 charges by way of fixed charge all Intellectual Property Rights,7 charges by way of fixed charge its goodwill,8 charges by way of fixed charge its uncalled capital,9 charges by way of fixed charge the benefit of all Authorisations held by it in relation to any Security Asset,10 charges by way of fixed charge its right to receive all moneys payable under any Derivative Contract,11 charges by way of fixed charge all Intellectual Property Rights acquired by or transferred to the Company after the date of the Debenture which are required to be notified to the Security Trustee,12 assigns absolutely all of its rights and interests under the Assigned Agreements to which it is a party,13 assigns absolutely all of its rights and interests in the Insurances,14 charges by way of fixed charge all of its rights under all deeds and agreements to which it is party other than the Assigned Agreements which are effectively assigned under (12) above, and the Derivative Contracts,
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Continued on continuation pages

MG01

Particulars of a mortgage or charge

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9

Signature

Please sign the form here

Signature

Signature

X Kinland & Ellis International LLP. X

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Samuel Norris

Company name Kirkland & Ellis International LLP

Address 30 St Mary Axe

Post town

County/Region London

Postcode E C 3 A 8 A F

Country

DX

Telephone 0207 469 2000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- The company name and number match the information held on the public Register
- You have included the original deed with this form
- You have entered the date the charge was created
- You have supplied the description of the instrument
- You have given details of the amount secured by the mortgagee or chargee
- You have given details of the mortgagee(s) or person(s) entitled to the charge
- You have entered the short particulars of all the property mortgaged or charged
- You have signed the form
- You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

"UK Obligations" means (a) debts advanced to the Company, principal and interest (including any interest that, but for the provisions of the Bankruptcy Code, would have accrued) in respect of Term Loan B, (b) premiums, liabilities, obligations, fees, charges, costs, Lender Group Expenses (including any fees or expenses that, but for the provisions of the Bankruptcy Code, would have accrued), in each case associated with assets owned by the Company or loans made or debts advanced to the Company under the Loan Documents, and (c) covenants, and duties of any kind and description, in the case of each of the foregoing, owing by the Company to the Lender Group in respect of, pursuant to or evidenced by the Loan Documents and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including all interest not paid when due and all other expenses that the Company is required to pay or reimburse by law, or otherwise in connection with the Loan Documents. Any reference in the Credit Agreement or in the Loan Documents to the UK Obligations shall include all amendments, changes, extensions, modification, renewals replacements, substitutions, and supplements, thereto and thereof, as applicable, both prior and subsequent to any insolvency proceeding

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1
10

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Please give the short particulars of the property mortgaged or charged		
Short particulars	<p>15 charges by way of floating charge all of its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under the provisions above</p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture</p> <p>The Company shall not create or permit to subsist any Security over any Security Asset except for certain restricted classes of Security permitted under the Credit Agreement</p> <p>The Company shall not enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, transfer, loan, nor otherwise dispose of any Security Asset, nor enter into an agreement to make any such disposal other than a disposal permitted under the Loan Documents</p> <p>For the purposes of section 94(1) of the Law of Property Act 1925 and section 49(3) of the Land Registration Act 2002 the Security Trustee confirms on behalf of the Lenders that the Lenders shall make further advances to the Company on the terms and subject to the conditions of the Loan Documents</p> <p>DEFINITIONS</p> <p>"1st Lien Agent" means Wells Fargo Capital Finance, Inc</p> <p>"1st Lien Credit Agreement" means a credit agreement dated on 13 August 2009 by and among Parent, Borrowers, 1st Lien Agent, for itself and as agent for the lenders party thereto, and the lenders from time to time party thereto, as such is amended, modified, supplemented or restated from time to time in accordance with the terms thereof and hereof</p> <p>"1st Lien Lenders" means the lenders from time to time party to the 1st Lien Credit Agreement</p> <p>"Administrative Borrower" means SoftBrands, Inc , or any successor appointed in accordance with clause 17 13 of the Credit Agreement</p> <p>"Advisory Agreement" means an agreement dated 13 August 2009 (as amended) by and between Softbrands Holdings LLC, Parent, SoftBrands Inc and GGC Administration, LLC</p> <p>"Agent" means GGC Finance Partnership, L P</p> <p>"Amadeus Acquisition Documents" means the Amadeus Purchase Agreement, the Transition Services Agreement, and all bills of sale, assignments and assumption agreements, management agreements, employment agreements, non-competition and non-solicitation agreements and other agreements, instruments and other documents that may be executed or delivered in connection therewith, together with all schedules and exhibits thereto</p>	

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Amadeus Purchase Agreement" means a master sales and purchase agreement entered into between the Company, Amadeus IT Group, S A , Amadeus Austria Marketing GmbH, Amadeus GDS Singapore Pte, Ltd and put letter delivered by the Company and accepted by Amadeus IT Group, S A dated on or about 20 August 2010</p> <p>"Assigned Agreements" means the Amadeus Acquisition Documents, the Material Contracts and the Intra-Group Loan Agreements</p> <p>"Authorisations" means an authorisation, consent persuasion, approval, resolution, licence, exemption, filing, notarisation or registration</p> <p>"Bankruptcy Code" means the collective reference to title 11 of the United States Code as in effect from time to time, or any similar legislation in a relevant jurisdiction</p> <p>"Borrowers" means SoftBrands, Inc , SoftBrands Manufacturing, Inc , SoftBrands International, Inc , SoftBrands Licensing, Inc , MAI Systems Corporation, Hotel Information Systems, Inc and the Company</p> <p>"Collateral" means all assets and interests in assets and proceeds thereof now owned or hereafter acquired by Parent or any of its subsidiaries in or upon which a Lien is granted by such Person in favor of Agent or the Lenders under any of the Loan Documents</p> <p>"Controlled Account Agreement" means those certain cash management agreements, in form and substance reasonably satisfactory to Agent, each of which is among a Grantor, Agent, and one of the controlled account banks</p> <p>"Control Agreements" means a control agreement, in form and substance reasonably satisfactory to Agent, executed and delivered by Parent or one of its subsidiaries, Agent, and the applicable securities intermediary (with respect to a securities account) or bank (with respect to a deposit account)</p> <p>"Copyright Security Agreement" means each copyright security agreement among Grantors, or any of them, and Agent, for the benefit of each member of the Lender Group and the bank product providers</p> <p>"Credit Agreement" means the amended and restated second lien credit agreement originally dated 13 August 2009 and made between Steel Holdings, Inc , the Borrowers, the Lenders and the Security Trustee as Agent as amended and restated on or around the date of the Debenture</p> <p>"Derivative Contract" means any hedge agreement any other master agreement, schedule, confirmation, novation or other instrument entered into by the Company and a counterparty in connection with protection against or benefit from fluctuation in any rate or price</p> <p>"Distribution Rights" means all dividends, interest and other distributions paid or payable on or in respect of any Investments or Shares and any right to receive them</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Equipment" means, in relation to the Company, all its fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties</p> <p>"French Pledge Agreement" means a French share account pledge agreement in form and substance satisfactory to Agent, executed and delivered by the Company to Agent</p> <p>"Funds Flow Agreement" means a funds flow agreement, in form and substance reasonably satisfactory to Agent, executed and delivered by the Administrative Borrower, Agent and 1st Lien Agent</p> <p>"Grantor" means Steel holdings, Inc , Steel Merger Sub, Inc , Softbrands, Inc , Softbrands Manufacturing, Inc , Mai Systems Corporation, Hotel Information Systems, Inc , Softbrands International, Inc , Softbrands Licensing, Inc and any additional entities who execute the form of joinder attached as Annex 1 to the Security Agreement</p> <p>"Group Company" means Parent or a subsidiary of Parent (together, the "Group Companies" and "Group" shall be construed accordingly)</p> <p>"Guarantor" means (a) Parent and (b) each other Person that becomes a guarantor after the Restatement Effective Date pursuant to clause 5.11 of the Credit Agreement and "Guarantor" means any one of them</p> <p>"Guaranty" means that certain general continuing guaranty executed and delivered by each Guarantor in favor of Agent, for the benefit of the Lender Group, in form and substance reasonably satisfactory to Agent</p> <p>"Insurance" means each contract or policy of insurance to which the Company is a party or in which it has an interest</p> <p>"Intellectual Property Rights" means (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights (including without limitation in respect of any source code), rights in the nature of copyright, and all other forms of intellectual or industrial property, (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature, and (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above, which may now or in the future subsist anywhere in any jurisdiction and whether registered or not</p> <p>"Intercompany Subordination Agreement" means a subordination agreement executed and delivered by Parent, each of its subsidiaries, and Agent, the form and substance of which is satisfactory to Agent</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated on 13 August 2009 by and between Agent, as agent for Lenders, and 1st Lien Agent, as agent for 1st Lien Lenders, as amended, modified, supplemented or restated from time to time</p>	

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Intra-Group Loan Agreements" means an agreement under which a Group Company has or will make available a facility to a Loan Party</p> <p>"Investments" means all or any stocks, shares (other than any Shares), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations) which are governed by English law</p> <p>"Lenders" means GGC Finance Partnership, L P and GGC Credit Opportunities S à r l</p> <p>"Lender Group" means, individually and collectively, each of the Lenders and Agent, or any one or more of them</p> <p>"Lender Group Expenses" means all (a) costs or expenses (including taxes, and insurance premiums) required to be paid by Parent or its subsidiaries under any of the Loan Documents that are paid, advanced, or incurred by the Lender Group, (b) out-of-pocket fees or charges paid or incurred by Agent in connection with the Lender Group's transactions with Parent or its subsidiaries under any of the Loan Documents, including, fees or charges for photocopying, notarization, couriers and messengers, telecommunication, public record searches (including tax lien, litigation, and UCC searches and including searches with the patent and trademark office, the copyright office, or the department of motor vehicles), filing, recording, publication, appraisal (including periodic collateral appraisals or business valuations to the extent of the fees and charges (and up to the amount of any limitation) contained in the Credit Agreement), real estate surveys, real estate title policies and endorsements, and environmental audits, (c) reasonable out-of-pocket costs and expenses incurred by Agent in the disbursement of funds to Borrowers or other members of the Lender Group (by wire transfer or otherwise), (d) out-of-pocket charges paid or incurred by Agent resulting from the dishonor of checks payable by or to any Loan Party, (e) reasonable out-of-pocket costs and expenses paid or incurred by the Lender Group to correct any default or enforce any provision of the Loan Documents, or during the continuance of an event of default, in gaining possession of, maintaining, handling, preserving, storing, shipping, selling, preparing for sale, or advertising to sell the Collateral, or any portion thereof, irrespective of whether a sale is consummated, (f) reasonable out-of-pocket audit fees and expenses (including travel, meals, and lodging) of Agent related to any inspections or audits to the extent of the fees and charges (and up to the amount of any limitation) contained in the Credit Agreement, (g) reasonable out-of-pocket costs and expenses of third party claims or any other suit paid or incurred by the Lender Group in enforcing or defending the Loan Documents or in connection with the transactions contemplated by the Loan Documents or the Lender Group's relationship with Parent or any of its subsidiaries</p> <p>"Lien" means any mortgage, deed of trust, pledge, hypothecation, collateral assignment, charge, deposit arrangement, encumbrance, easement, lien (statutory or other), security interest, or other security arrangement and any other preference, priority, or preferential arrangement of any kind or nature whatsoever, including any conditional sale contract or other title retention agreement, the interest of a lessor under a capital lease and any synthetic or other financing lease having substantially the same economic effect as any of the foregoing</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Loan Documents" means the Credit Agreement, the Controlled Account Agreements, the Control Agreements, the Copyright Security Agreement, the Guaranty, the Intercompany Subordination Agreement, the Intercreditor Agreement, the Mortgages, the UK Collateral Documents, the French Pledge Agreement, the Patent Security Agreement, the Security Agreement, the Source Code Escrow Agreement, the UK Source Code Escrow Agreement, the Trademark Security Agreement, any note or notes executed by Borrowers in connection with the Credit Agreement and payable to a member of the Lender Group, the Funds Flow Agreement and any other agreement entered into, now or in the future, by Parent or any of its subsidiaries, and any member of the Lender Group in connection with the Credit Agreement</p> <p>"Loan Party" means any Borrower or any Guarantor</p> <p>"Material Contracts" means, with respect to the Company, (i) each contract or agreement to which the Company or any of its subsidiaries is a party involving aggregate consideration payable to or by the Company or such subsidiary of an amount equal to 10% or more of projected recurring revenue for the 12 months immediately after the date of determination (other than purchase orders in the ordinary course of the business of the Company or such subsidiary and other than contracts that by their terms may be terminated by the Company or subsidiary in the ordinary course of its business upon less than 60 days notice without penalty or premium), (ii) the Advisory Agreement, (iii) the Shared Services Agreement, and (iv) all other contracts or agreements, the loss of which could reasonably be expected to result in a material adverse change</p> <p>"Mortgages" means, individually and collectively, one or more mortgages, deeds of trust, or deeds to secure debt, executed and delivered by Borrowers or any subsidiary of Borrowers in favor of Agent, in form and substance satisfactory to Agent, that encumber the Real Property Collateral</p> <p>"Obligations" means collectively the obligations enforceable in the United States and the UK Obligations Any reference in the Credit Agreement or in the Loan Documents to the Obligations shall include all or any portion thereof and any extensions, modifications, renewals, or alterations thereof, both prior and subsequent to any insolvency proceeding</p> <p>"Parent" means Steel Holdings, Inc</p> <p>"Patent Security Agreement" means each patent security agreement among Grantors, or any of them, and 1st Lien Agent, in substantially the form of Exhibit B to the Security Agreement</p> <p>"Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof</p> <p>"Real Property" means any estates or interests in real property now owned or hereafter acquired by any Parent or its subsidiaries and the improvements thereto</p> <p>"Real Property Collateral" means the Real Property identified on Schedule R-1 of the Credit Agreement and any Real Property hereafter acquired by Parent or its subsidiaries</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S I 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and "Regulation" means any of them</p> <p>"Restatement Effective Date" means the date of the making of the Term Loan B</p> <p>"Security" means Lien</p> <p>"Security Agreement" means a security agreement, in form and substance reasonably satisfactory to Agent, executed and delivered by Borrowers and Guarantors to Agent</p> <p>"Security Assets" means, in relation to the Company, all of its assets which are the subject of any Security created or to be created by the Debenture</p> <p>"Shared Services Agreement" means that certain shared services agreement dated August 13, 2009 (as amended from time to time) by and between Infor Global Solutions (Georgia), Inc , a Georgia corporation, and SoftBrands, Inc</p> <p>"Shares" means all shares held by the Company in its subsidiaries which are governed by English law</p> <p>"Source Code Escrow Agreement" means a source code escrow agreement (including the escrow deposit statement of work describing verification services to be performed) among Agent, certain of the Grantors, and an escrow agent reasonably satisfactory to Agent, in form and substance reasonably satisfactory to Agent</p> <p>"Stock" means means all shares, options, warrants, interests, participations, or other equivalents (regardless of how designated) of or in a Person, whether voting or nonvoting, including common stock, preferred stock, or any other equity security (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the SEC under the Securities Exchange Act of 1934, as in effect from time to time)</p> <p>"Term Loan B" means the term loan made available to the Company and defined as the "Term Loan B" under the Credit Agreement</p> <p>"Trademark Security Agreement" means each trademark security agreement among Grantors, or any of them, and Agent, for the benefit of each member of the Lender Group and the bank product providers</p> <p>"Transition Services Agreement" means a services agreement between Amadeus IT Group S A and Amadeus Hospitality S A S dated 21 September 2010</p> <p>"UK Collateral Documents" means the Debenture and a share mortgage entered into between SoftBrands International, Inc and the Security Trustee dated 21 September 2010</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"UK Source Code Escrow Agreement" means a source code escrow agreement among the Company, Agent and Iron Mountain Intellectual Property Management, Inc , as escrow agent, in form and substance substantially the same as the Source Code Escrow Agreement in effect as of the Restatement Effective Date by and between SoftBrands, Inc , Agent, and Iron Mountain Intellectual Property Management, Inc , as escrow agent, pursuant to the terms of the Security Agreement or such other form reasonably acceptable to Agent and the Company



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

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 2579692
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECOND LIEN DEBENTURE
DATED 21 SEPTEMBER 2010 AND CREATED BY SOFTBRANDS
EUROPE LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO THE LENDER GROUP
ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 1 OCTOBER
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 OCTOBER 2010

P



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES