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in black type, or
bold block lettering

* insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

Name of company

* KCS MANAGEMENT SYSTEMS LIMITED ("the Company")

Date of creation of the charge

3rd November 1999

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

DEBENTURE ("the Deed")

Amount secured by the mortgage or charge

All the Company's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses ("the Company's Obligations").

continued on continuation sheet 1, page 2

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

THE ROYAL BANK OF SCOTLAND PLC, 36 St Andrew Square, Edinburgh EH2 2YB ("the Bank").

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

Dibb Lupton Alsop
125 London Wall
London EC2Y 5AE

JMG/ams/banking

Swana KCS Man 1.1fd

Time critical reference

For official use
Mortgage Section

Post room



A39
COMPANIES HOUSE

ASUUOLER

0563
13/11/99

Short particulars of all the property mortgaged or charged

1. CHARGE

The Company has covenanted to discharge on demand the Company's Obligations and as a continuing security for such discharge and with full title guarantee charged to the Bank:-

1.1 By way of legal mortgage all the freehold and leasehold property vested in or charged to the Company as at 3rd November 1999 including any Registered Land;

1.2 By way of fixed charge all estates or interests in any freehold and leasehold property as at 3rd November 1999 and in the future vested in or charged to the Company except the property charged by Clause 1.1 of the Deed;

1.3 By way of fixed charge all the plant machinery and fixtures and fittings of the Company present and future;

continued on continuation sheet 1, page 4

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Particulars as to commission allowance or discount (note 3)

N/A

Signed D/Abd. Wajid Al-Say

Date 12 November 1999

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

† 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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

Please complete
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Company Number

1019844

Name of Company

KCS MANAGEMENT SYSTEMS LIMITED ("the Company")

~~limited~~*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

NOTE.

In this form:-

"Expenses" means all expenses (on a full indemnity basis) incurred by the Bank or any Receiver (as more particularly defined in the Deed) at any time in connection with the Property or the Company's Obligations or in taking or perfecting the Deed or in preserving defending or enforcing the security created by the Deed or in exercising any power under the Deed or otherwise with Interest from the date they are incurred;

"Interest" means interest at the rate(s) charged to the Company by the Bank from time to time;

"Property" means the whole and any part of the undertaking property and assets of the Company charged by Clause 1 of the Deed;

"Registered Land" means:

Description of the Property

Land Registry Title Number

intentionally left blank

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

**Please complete
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1.4 By way of fixed charge all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business;

1.5 By way of fixed charge all the goodwill and uncalled capital of the Company present and future;

1.6 By way of fixed charge all stocks shares and other securities of the Company present and future;

1.7 By way of fixed charge all intellectual property rights choses in action and claims of the Company present and future and the proceeds of any insurance from time to time affecting the Property;

1.8 By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank or any third party;

1.9 By way of fixed charge all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Clause 4.2 of the Deed;

1.10 By way of fixed charge all funds standing to the credit of the Company from time to time on any account with the Bank or any other bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with Clause 4.2 of the Deed;

1.11 By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Deed.

2. NOTICE OF CRYSTALLISATION

The Bank may by written notice to the Company convert the floating charge into a fixed charge as regards any of the Property specified in the notice.

3. PRESERVATION OF OTHER SECURITY AND RIGHTS AND FURTHER ASSURANCE

3.1 The Deed is in addition to any other security present or future held by the Bank for the Company's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Bank;

3.2 The Company will at its own cost at the Bank's request execute any deed or document and take any action required by the Bank to perfect the security or further to secure on the Property the Company's Obligations.

4. RESTRICTIONS

4.1 The Company will not without the previous written consent of the Bank:-

4.1.1 Create or permit to arise any mortgage charge or lien on the Property;

4.1.2 Dispose of the Property charged by Clauses 1.1 to 1.10 inclusive of the the Deed;

continued on continuation sheet 2, page 4

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

CHA 116

Please complete
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Company Number

1019844

Name of Company

KCS MANAGEMENT SYSTEMS LIMITED ("the Company")

~~limited~~*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
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4.1.3 Deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company will not realise its book debts and other debts by means of block discounting factoring or the like;

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4.1.4 Dispose of the Property charged by Clause 1.11 other than in the ordinary course of business;

4.1.5 Grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it;

4.2 The Company requested that the Chief Land Registrar enter a restriction on the Register of any Registered Land that except under an order of the Registrar no disposition by the Proprietor(s) of the land is to be registered without the consent of the registered proprietor of the Deed.

5. RECEIVER

The Deed gives the Bank power to appoint an Administrative Receiver.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01019844

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 3rd NOVEMBER 1999 AND CREATED BY KCS MANAGEMENT SYSTEMS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND plc ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th NOVEMBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th NOVEMBER 1999.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E

HC026B