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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

A fee of £10 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

1113

1071698

Name of company

\* Stat Plus Group Limited (the "Charging Company")

Date of creation of the charge

30 April 2001

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

Guarantee and Debenture dated 30 April 2001 made between OyezStraker Group Limited and certain of its Subsidiaries (as Charging Companies) (1) and The Governor and Company of the Bank of Scotland (as Security Agent) (2) (the "Debenture")

Amount secured by the mortgage or charge

See Part II of the attached Schedule.

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

The Governor and Company of the Bank of Scotland  
38 Threadneedle Street  
London

Postcode EC2P 2EH

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

Lovells  
65 Holborn Viaduct  
London  
EC1A 2DY  
Tel: 020 7296 2000

A6/SFG/PRM/MJC

Time critical reference  
TSSFG/858882.01

For official Use  
Mortgage Section

Post room



LD2  
COMPANIES HOUSE

0454  
15/05/01

CHFP025

Please do not  
write in  
this margin

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

\*insert full name  
of Company

See Parts III & V of the attached Schedule.

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

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

*1 a em*

Date

*15/5/01*

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

A fee of £10 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 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 CF14 3UZ

**SCHEDULE TO FORM 395**  
**STAT PLUS GROUP LIMITED**  
**(COMPANY NO. 1071698)**

**Guarantee and Debenture**

**Part I**

**Definitions**

In this Form 395 the following expressions shall have the meaning respectively set out below:

**"Assets"** in relation to the Charging Company, means all its undertaking, property, assets, rights and revenues whatever, present or future, wherever situated in the world and includes each or any of them;

**"Beneficiaries"** means collectively the Agent, the Arranger, the Security Agent, the Lenders, the Underwriter, the Payments Account Overdraft Bank and the Working Capital Bank and includes any one or more of them and **"Beneficiary"** shall be construed accordingly;

**"Charging Company"** means Stat Plus Group Limited (registered number 1071698);

**"Charging Companies"** the companies named in Schedule 1 (*The Charging Companies*) of the Debenture and includes (with effect from its execution and delivery of an agreement under which it accedes to the Debenture, or of a Guarantee and Debenture in terms similar to the Debenture) any Company which subsequently adopts the obligations of a Charging Company and also (where the context permits) includes each or any of them and **"Charging Company"** shall be construed accordingly;

**"Collection Account"** has the meaning given to it by clause 5.1 (*Collection of Receivables*) of the Debenture;

**"Companies"** means the Charging Companies together with any other Group Companies from time to time, and (where the context permits) includes each or any of them and **"Company"** shall be construed accordingly;

**"Debenture"** means the Guarantee and Debenture dated 30 April 2001 made between OyezStraker Group Limited and certain of its subsidiaries (as Charging Companies) (1) and the Governor and Company of the Bank of Scotland (as Security Agent) (2);

**"Debenture Date"** means 30 April 2001;

**"Event of Default"** has the meaning given to it in the Facilities Agreement;

**"Facilities Agreement"** means the facilities agreement dated 1 November 2000 made between OyezStraker Group Limited (as Parent) (1), the companies named in Part I of Schedule I thereto (as Borrowers) (2), The Governor and Company of the Bank of Scotland (as Arranger) (3), The Governor and Company of the Bank of Scotland (as Underwriter) (4), The Governor and Company of the Bank of Scotland (as Payments Account Overdraft Bank) (5), The Governor and Company of the Bank of Scotland (as Agent) (6), The Governor and Company of the Bank of Scotland (as Security Agent) (7) and The Governor and Company of the Bank of Scotland (as Working Capital Bank) (8), which expression shall include any amendments, supplements,

accessions, variations or additions to such agreement, however fundamental, including changes to the facilities provided or increases in their maximum amount;

**"Floating Charge Assets"** insofar only as concerns the floating charge created by clause 3.1(p) (*Charging Clause*) of the Debenture, means Assets for the time being comprised within such floating charge;

**"Guarantor"** means any Charging Company insofar only as it covenants under clause 2.1(b) (*Covenant to Pay*) of the Debenture to pay or discharge money due or owing from or liabilities of other Companies to the Beneficiaries and **"Guarantors"** and **"Guarantee"** shall be construed accordingly;

**"Intellectual Property"** means patents (including supplementary protection certificates), utility models, trade marks (including service marks, the Trade Marks and the Patents) and rights in passing off, copyright and rights in the nature of copyright, database rights, design rights, registered design rights and all other intellectual property rights and, in each case, any extensions and renewals of and any applications for such rights;

**"Intellectual Property Rights"** means all and any of the Intellectual Property and other rights, causes of action, interests and assets charged pursuant to clause 3.1(j) (*Charging Clause*) of the Debenture;

**"Land"** includes freehold and leasehold 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 fixtures);

**"Offer Document Rights"** means all rights of the Principal Borrower to have the Target's Shares transferred to the name of or held to the order of the Principal Borrower (or its nominee) pursuant to the Offer and the terms of the Offer Document (and its form of acceptance);

**"Patents"** means the patents and patent applications listed in Part 1 of Schedule 4 (*The Trade Marks and Patents*) of the Debenture;

**"Permitted Encumbrance"** has the meaning given to it in the Facilities Agreement;

**"Realisation Account"** has the meaning given to it in the Facilities Agreement;

**"Receivables"** in relation to a Charging Company, means all sums of money receivable by such Charging Company at the Debenture Date or in the future, consisting of or payable under or derived from any of its Assets;

**"Secured Sums"** means all money and liabilities covenanted and/or guaranteed to be paid or discharged by the Charging Companies to the Beneficiaries under clause 2.1 (*Covenant to Pay*) of the Debenture;

**"Securities"**, in relation to a Charging Company, means all stocks, shares, debentures and loan stocks issued by any company or person and all other investments (whether or not marketable) at the Debenture Date or in the future owned at law or in equity by such Charging Company, including all interests in investment funds and 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, and including all Securities owned by such Charging Company in any other Company;

**"Security Agent"** means The Governor and the Company of the Bank of Scotland acting as security agent and trustee for the Beneficiaries and includes any successor appointed by the Beneficiaries pursuant to the Facilities Agreement;

**"Senior Finance Documents"** means the Facilities Agreement, the Security Documents, the Fees Letter, the Working Capital Facility Letters, the Subordination Deed, any Transfer Certificate

or undertaking delivered pursuant to clause 22.3 (*Assignment*) of the Facilities Agreement and/or clause 22.4(a)(ii) (*Transfers*) of the Facilities Agreement, any Deed of Accession and any other document entered into by any Beneficiary in connection with any of the foregoing and any amendments, supplements or additions thereto, and any other documents or agreements entered into from time to time which are otherwise Senior Finance Documents;

**"Trade Marks"** the registered trade marks and trade mark applications listed in Part II of Schedule 4 (*The Trade Marks and Patents*) of the Debenture;

## **Part II**

### **Amount secured by the mortgage or charge**

All money and liabilities at the time of a written demand by the Security Agent due, owing or incurred to each Beneficiary by:

- (a) the Charging Company under or pursuant to the Senior Finance Documents; or
- (b) by each other Company (except for sums owed by such Company in its capacity as a Guarantor for the Charging Company) under or pursuant to the Senior Finance Documents;

in either case whether on or after such demand, whether actually or contingently, whether solely or jointly with any other person, whether as principal or surety and whether or not the relevant Beneficiary was an original party to the relevant transaction, including all interest, commission, fees, charges, costs and expenses which each Beneficiary may in the course of its business charge or incur in respect of any Company or its affairs so that interest shall be computed and compounded in accordance with the Senior Finance Documents (after as well as before any demand or judgment).

## **Part III**

### **Particulars of property mortgaged or charged**

By clause 3.1 of the Debenture, the Charging Company with full title guarantee charged to the Security Agent with the payment or discharge of all Secured Sums:

- (a) by way of first legal mortgage, all freehold and leasehold Land in England and Wales now vested in the Charging Company at the Debenture Date and registered at HM Land Registry;
- (b) by way of first legal mortgage, all other freehold and leasehold Land in England and Wales now vested in the Charging Company at the Debenture Date and not registered at HM Land Registry, including the land described opposite its name in Part V of this Schedule;
- (c) by way of first fixed charge, all Land in the future becoming the property of the Charging Company;
- (d) by way of first fixed charge, all interests in Land or the proceeds of sale of Land now or in the future belonging to the Charging Company which have not already been charged under the charges referred to in the preceding paragraphs and all licences at the Debenture Date or in the future held by the Charging Company to enter upon, use or exploit Land and the benefit of all options, easements, agreements for lease and other agreements relating to the acquisition, use,

exploitation or disposal of Land to which the Charging Company is or may in the future become entitled;

- (e) by way of first fixed charge, all plant and machinery of the Charging Company at the Debenture Date or in the future attached to any Land which, or an interest in which, is charged under charges referred to in the preceding paragraphs and all rights and interests of the Charging Company under all present and future agreements for the purchase, maintenance or use of plant and machinery so attached;
- (f) by way of first fixed charge, all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to the Charging Company under or in connection with any lease, agreement or licence relating to Land;
- (g) by way of first fixed charge, all Securities belonging to the Charging Company;
- (h) by way of first fixed charge, all contracts and policies of insurance and assurance at the Debenture Date or in the future held by or otherwise benefiting the Charging Company and all rights and interests of the Charging Company in every such contract and policy (including the benefit of all claims arising and all money payable under such contracts and policies);
- (i) by way of first fixed charge, all the goodwill and uncalled capital for the time being of the Charging Company;
- (j)
  - (i) by way of first fixed charge all Intellectual Property belonging to the Charging Company at the Debenture Date or in the future, in any part of the world (including the Trade Marks, Patents and any Intellectual Property to which the Charging Company is not absolutely entitled or to which it is entitled together with others);
  - (ii) by way of first fixed charge all the benefit of agreements and licences at the Debenture Date or in the future entered into or enjoyed by the Charging Company relating to the use or exploitation of any Intellectual Property in any part of the world; and
  - (iii) by way of first fixed charge all trade secrets, confidential information and know how owned or enjoyed by the Charging Company at the Debenture Date or in the future in any part of the world.
- (k) by way of first fixed charge, all book and other debts at the Debenture Date or in the future owing to the Charging Company and all rights and claims of the Charging Company against third parties, present and future, capable of being satisfied by the payment of money (except rights and claims effectively charged under charges referred to in the preceding paragraphs);
- (l) by way of first fixed charge, the benefit of all negotiable instruments, guarantees, bonds, debentures, legal or equitable charges and all other security, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all other rights and remedies now or in the future available to the Charging Company as security for any Receivable or for the performance by any third party of any obligation at the Debenture Date or in the future owed to the Charging Company;
- (m) by way of first fixed charge, all money at any time standing to the credit of any Collection Account relating to the Charging Company, including the proceeds of all its Receivables, which proceeds shall, for the avoidance of doubt, on payment into such Collection Account cease to be subject to the charges referred to in the

preceding paragraph but shall be subject to the fixed charge contained in this paragraph 3.1(m) of the Debenture;

- (n) by way of first fixed charge, all money at any time standing to the credit of any Realisation Account;
- (o) by way of first fixed charge, all money at any time standing to the credit of any other bank account relating to the Charging Company;
- (p) by way of floating charge:
  - (i) all Assets at the Debenture Date or in the future owned by the Charging Company except to the extent that such Assets are for the time being effectively charged by any fixed charge referred to in the preceding paragraphs, including any Assets comprised within a charge which is reconverted under clause 3.6 of the Debenture; and
  - (ii) without exception all Assets insofar as they are for the time being situated in Scotland.

By clause 3.2 of the Debenture, the Charging Company with full title and guarantee assigned (insofar as they are capable of being assigned by way of security) in favour of the Security Agent but subject to the right of the Charging Company to redeem such assignment upon the full payment or discharge of all Secured Sums:

- (a) all claims of the Charging Company against all persons who are at the Debenture Date or in the future the lessees, sub-lessees or licensees of its Land and all guarantors and sureties for the obligations of such persons;
- (b) the benefit of all guarantees, warranties and representations given or made to the Charging Company by, and any rights or remedies against, all or any of the manufacturers, suppliers or installers of any fixtures at the Debenture Date or in the future attached to such Land;
- (c) the benefit of all rights and claims to which the Charging Company is at the Debenture Date or in the future entitled under any agreements for lease, agreements for sale, contracts, options or undertakings relating to any estate, right or interest in or over such Land;
- (d) all rights and claims to which such Charging Company is at the Debenture Date or in the future entitled against any builder, contractor or professional adviser engaged in relation to such Land or property development or works, including, without limitation, under any collateral warranty or similar agreement; and
- (e) the benefit of all rights and claims to which the Charging Company is at the Debenture Date or in the future entitled under or in respect of any joint venture, partnership or similar arrangement or agreement; and
- (f) the Offer Document Rights together with the benefit of all powers and remedies for enforcing the same.

#### **Part IV**

##### **Covenants and Restrictions**

1. By clause 3.1(p) of the Debenture, the Charging Company agreed not to create any mortgage or any fixed or floating charge or other security over any Floating Charge Asset (whether having priority over, or ranking pari passu with or subject to, the floating charge created by clause 3.1(p) of the Debenture) or take any other step referred to in clause

- 6.1(a) (*Negative Pledge and Other Restrictions*) of the Debenture with respect to any Floating Charge Asset and the Charging Company agreed that it shall not, without the prior written consent of the Security Agent, sell, transfer, part with or dispose of any Floating Charge Asset except by way of sale in the ordinary course of its business.
2. By clause 3.3 of the Debenture, the Charging Company agreed that the floating charge created by it under 3.1(p) of the Debenture may be crystallised into a fixed charge by notice in writing given at any time by the Security Agent to the Charging Company given at any time (i) following an Event of Default which is continuing and has not been waived by the Security Agent (ii) after the Security Agent perceives the Assets to be in jeopardy or (iii) alternatively to protect the Security Agent's position. Such crystallisation shall take effect over such Floating Charge Assets or class or classes of Floating Charge Assets as shall be specified in the notice. If no Floating Charge Assets are so specified, it shall take effect over all Floating Charge Assets of the Chargor.
  3. By clause 3.4 of the Debenture, the Charging Company agreed that if, without the Security Agent's prior written consent, it resolves to take or takes any step to charge (whether by way of fixed or floating charge) or otherwise encumber any of its Floating Charge Assets or to create a trust over any such Floating Charge Asset or to dispose of any such Floating Charge Asset except by way of sale or other disposition in the ordinary course of the Charging Company's business, or if any person resolves to take or takes any step to levy any distress, execution, sequestration or other process against any Floating Charge Asset, then the floating charge created by clause 3.1(p) of the Debenture shall be automatically crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset instantly on the occurrence of such event.
  4. By clause 3.5 of the Debenture the Charging Company agreed that except as otherwise stated in any notice given under clause 3.3 of the Debenture or unless such notice relates to all Floating Charge Assets, Floating Charge Assets acquired by the Charging Company after crystallisation has occurred under clause 3.3 or 3.4 of the Debenture shall continue subject to the floating charge created by clause 3.1(p) of the Debenture, so that the crystallisation shall be effective only as to its Floating Charge Assets in existence at the date of crystallisation.
  5. By clause 3.8 of the Debenture the Company agreed that any debentures, mortgages or charges (fixed or floating) created in the future by the Charging Company (except those in favour of the Security Agent) shall be expressed to be subject to the Debenture and shall rank in order of priority behind the charges created by the Debenture.
  6. By clause 5.1 of the Debenture the Charging Company agreed that it shall collect and realise all Receivables and shall pay into the Charging Company's account with the Security Agent or such other account of the Charging Company as the Security Agent may direct (a "**Collection Account**") all money which it may receive in respect of them immediately on receipt. The Charging Company shall, pending such payment, hold all money so received upon trust for the Security Agent and shall not, without the prior written consent of the Security Agent, charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any other person or purport to do so. The Collection Account shall be operated by the bank with which it is maintained as trustee for the Security Agent.
  7. By clause 6.1 of the Debenture the Charging Company agreed that it shall not without the prior written consent of the Security Agent (and with the exception of Permitted Encumbrances):
    - (a) create, or agree or attempt to create, or permit to subsist, any Encumbrance over any of its Assets;



- (b) sell, assign, lease, license or sub-license, or grant any interest in, its Land or Intellectual Property Rights, or purport to do any such act, or part with possession or ownership of them, or allow any third party access or the right to use or copy any such Intellectual Property Right.
8. By clause 9.2 of the Debenture the Charging Company agreed that it shall not without the prior written consent of the Security Agent which shall not be unreasonably withheld or delayed, seek to compromise, compound, discharge, postpone, release, set-off, settle or subordinate any of its Receivables or waive its rights of action in connection with them, or do or omit to do anything which may delay or prejudice their full recovery.
9. By clause 11.2 of the Debenture the Charging Company agreed that it shall not, without the prior written consent of the Security Agent, at any time:
- (a) erect any building or make any structural alteration or apply for any planning consent for the development or change of use of any such Land, or (save in the ordinary course of repair, replacement or improvement) at any time sever, remove or dispose of any fixture on it;
- (b) enter into onerous or restrictive obligations affecting any such Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which might adversely affect its value or the value of the security over it.
10. By clause 12.1 of the Debenture the Charging Company agreed that, inter alia, during the continuance of the Security created by the Debenture, unless the Security Agent otherwise agrees in writing;
- (a) not to sell, assign, transfer, or (other than in the ordinary course of its business) license, sub-licence or agree to license any Intellectual Property Rights or any interest therein or permit any third party to use or exploit such Intellectual Property Rights; and
- (b) not alter any specification for which any Trade Mark has been registered or give its consent to registration by a third party of any trade mark the same or confusingly similar to any Trade Mark and not amend the specification or drawings referred to in any granted patent.

## Part V

### Trade Marks

#### UK registrations

Mark	Number	Class	Proprietor
STAT-PLUS	1127393	16	Stat-Plus Office Limited
STAT-PLUS	1127394	20	Stat-Plus Office Limited
STAT-PLUS	1154395	16	Stat-Plus Office Limited

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01071698

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE OF EVEN DATE MADE BETWEEN OYEZSTRAKER GROUP LIMITED AND CERTAIN OF ITS SUBSIDIARIES (AS CHARGING COMPANIES) (AS DEFINED) DATED THE 30th APRIL 2001 AND CREATED BY STAT-PLUS GROUP LIMITED FOR SECURING ALL MONEY AND LIABILITIES AT THE TIME BY THE SECURITY AGENT DUE, OWING OR INCURRED TO EACH BENEFICIARY BY (A) THE CHARGING COMPANY UNDER OR PURSUANT TO THE SENIOR FINANCE DOCUMENTS; OR (B) BY EACH OTHER COMPANY (EXCEPT FOR SUMS OWED BY SUCH COMPANY IN ITS CAPACITY AS A GUARANTOR FOR THE CHARGING COMPANY) UNDER OR PURSUANT TO THE SENIOR FINANCE DOCUMENTS (ALL TERMS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th MAY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th MAY 2001.

*D. P. Pow.*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES