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* Insert full name
of company

COMPANIES FORM No. 395

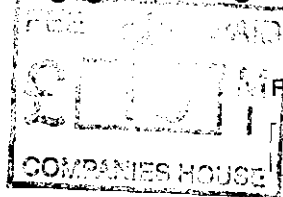
Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

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

Name of company



For official use Company number

01391142

* Hali Publications Limited (the "Company")

Date of creation of the charge

14 December 2001

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

Debenture

Amount secured by the mortgage or charge

All the Company's liabilities to the Bank (as defined below) 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 (as defined below) and Expenses (as defined below). Collectively, these liabilities are referred to as the Company's Obligations.

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

National Westminster Bank Plc (the "Bank") of 135 Bishopsgate London

Postcode EC2M 3UR

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

Osborne Clarke
Hillgate House
26 Old Bailey EC4M 7HW
DX 466 LDE

HB/0850946

Time critical reference

For official use
Mortgage section

Post room



A26
COMPANIES HOUSE

AD9ST6QD

0650
19/12/01

Short particulars of all the property mortgaged or charged

1. By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company including any Registered Land (as defined below)
2. By way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property charged as detailed in paragraph 1 above
3. By way of fixed charge all the plant machinery and fixtures and fittings of the Company present and future
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
5. By way of fixed charge all the goodwill and uncalled capital of the Company present and future
6. By way of fixed charge all stocks shares and other securities of the Company present and future
7. By way of fixed charge all Intellectual Property (as defined below) rights including
(see Continuation Sheet No.1)

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A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.
(See Note 5)

Particulars as to commission allowance or discount (note 3)

Nil

Signed *Osborne Clarke*

Date *17/12/01*

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.
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 CF4 3UZ.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Forms Nos 395 and 410 (Scot)

Company number

01391142

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Name of company

Hali Publications 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)

(without limitation) all Trade Marks (as defined below) choses in action and claims of the Company present and future and the proceeds of and benefits of any insurance from time to time affecting the Property (as defined below)

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

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 Debenture, which states that the Company will pay into the Company's account with the Bank (or such other account as the Bank may specify from time to time) all money which the Company may receive in respect of the Company's book debts and other debts

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 Debenture, the contents of which are set out in paragraph 9 above

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 Debenture

Please note the Company will not without the previous written consent of the Bank:

1. Create or permit to arise any mortgage charge or lien on the Property
2. Dispose of, or grant any licence, right or interest under or in respect of the Property charged as detailed in the above paragraphs 1 to 10 inclusive or sell, encumber, assign or transfer any of it
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
4. Dispose of the Property charged as detailed in paragraph 11 above other than in the ordinary course of business
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
6. Save as provided below, dispose of, or grant any licence, right or interest under or in respect of the Intellectual Property charged as detailed in paragraph 7 above inclusive or sell, encumber, assign or transfer any of it provided that the Company may, as part of its normal business activity of the licensing of matter comprised in the Intellectual Property, grant licences of such matter under the Intellectual Property which are:

- (a) in writing;
- (b) non-exclusive;
- (c) limited in duration and in all cases to be substantially less than the full term or life of the Intellectual Property;
- (d) non-assignable;

(see Continuation Sheet No. 2)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Forms Nos 395 and 410 (Scot)

Company number

01391142

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Name of company

Hali Publications Limited (the "Company")

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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)

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- (e) non-sub licensable;
- (f) on arm's length commercial terms; and
- (g) terminable by the Company upon insolvency of the licensee.

Definitions:

"Applications" means any and all applications for the registration of Trade Marks which have been made as at the date of the Debenture or are made at any time during such time as the Debenture remains in force by or on behalf of the Company in any registry in any part of the world and any and all divisions and continuations of the aforesaid applications.

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

"Intellectual Property" means the intellectual property (if any) which are set out in Schedule 1 of the Debenture (of which there are none scheduled to the Debenture), together with all intellectual property presently or in the future held, owned or employed by the Company in any part of the World including without limitation subsisting patents and subsisting rights of a similar nature to patents, applications for patents and such rights, divisions prolongations, renewals, extensions, supplementary protection certificates and continuations of such applications for patents, Trade Marks, service marks, registered and unregistered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, processes, software, formulae, technology (whether patentable or not) data, drawings, specifications, business or trade secrets, technical information confidential information, Know-how (as defined below), business names, trade names, brand names, domain names, uniform resource identifiers, database rights, copyright and rights in the nature of database rights and copyright, design rights, semiconductor topography rights and get-up and any similar rights existing in any country and all legal equitable and other rights in any of them; and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing and all present and future rights and causes of action whenever and wherever accrued to the Company in respect of the infringement of the foregoing intellectual property rights including rights and causes of action arising out of the agreements, arrangements and licences in connection with the foregoing.

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

"Know-how" means all the body of knowledge, technical experience, expertise and skills, technical processes, secret processes, formulae and technical information held by the Company and relating to its business, which is not in the public domain.

"Property" means the whole and any part of the undertaking property and assets of the Company charged by the Debenture and described in the above paragraphs 1 to 11 inclusive.

"Receiver" means that defined in Clause 8 of the Debenture as being any receiver appointed by the Bank.

"Registered Land" means the land described in the Debenture (if any), of which there is none.

(see Continuation Sheet No. 3)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 3
to Forms Nos 395 and 410 (Scot)

Company number

01391142

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Name of company

Hali Publications Limited

~~limited~~

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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)

"Trade Marks" means the registered or unregistered trade marks and the registered or unregistered service marks of the Company, including without limitation those particulars (if any) which are set out in Schedule 1 of the Debenture (of which there are none scheduled to the Debenture) and including any trade marks and service marks granted pursuant to the Applications (as defined above) and all rights of any description in any country (whether registered, registrable or not) in trade marks service marks trade names and business names to the extent that any of the same will be required in the marketing and sale of the products or the business of the Company as carried on for the time being together with all the goodwill of the business of the Company relating thereto.

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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. 01391142

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 14th DECEMBER 2001 AND CREATED BY HALI PUBLICATIONS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th DECEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th DECEMBER 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

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See*