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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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Pursuant to section 395 of the Companies Act 1985

CHA 116

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

To the Registrar of Companies

For official use

Company number



1641088

Name of company

* I.M.I. COMPUTING LIMITED

*insert full name
of company

Date of creation of the charge

5TH JANUARY 1996

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

DEBENTURE

Amount secured by the mortgage or charge

All moneys and liabilities which shall for the time being be due owing or incurred in whatsoever manner to the Chargee by the Company whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and whether or not the Chargee shall have been an original party to the relevant transaction and including interest discount commission and other lawful charges or expenses which the Chargee may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Company's account and so that interest shall be computed and compounded according to the usual mode of the Chargee as well after as before any demand made or judgment obtained under the Debenture.

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

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND, 124 COLMORE ROW
BIRMINGHAM

Postcode

B3 3AU

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

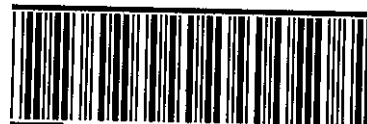
Gateley Wareing
Equity House
7 Rowchester Court
Whittall Street
Birmingham
B4 6DD
IDR

Time critical reference

For official use

Mortgage Section

Post room



PMO *P4ANTI23* 293
COMPANIES HOUSE 10/01/96

Short particulars of all the property mortgaged or charged

- 1 By way of legal mortgage all the freehold and leasehold property of the Company now vested in it whether or not the title hereto is registered at H.M. Land Registry together with all buildings and fixtures (including trade and tenant's fixtures) now and hereafter thereon and all plant and machinery now and hereafter annexed thereto for whatever purpose.
- 2 By way of fixed charge all freehold and leasehold property hereafter belonging to the Company together with all buildings and fixtures (including trade and tenant's fixtures) thereon and all plant and machinery annexed thereto for whatever purpose.
- 3 By way of fixed charge all interests not hereinbefore effectively charged now or hereafter belonging to the Company in or over land or the proceeds of sale of land all licences now or hereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become party or otherwise entitled and all trade and tenant's fixtures plant and machinery now and hereafter annexed for whatever purpose to all freehold and leasehold property an interest in which stands charged under the Debenture;
- 4 By way of fixed charge all the goodwill and uncalled capital for the time being of the Company.

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Particulars as to commission allowance or discount (note 3)

Signed *As Robert pp Gateley Waverley*

Date *9th January 1996*

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

† 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.

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Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

1641088

Name of Company

I.M.I. COMPUTING

Limited*

* delete if
inappropriate

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

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

Please complete
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bold block lettering

- 5 By way of fixed charge all stocks shares and other securities now or hereafter owned (whether at law or in equity) by the Company and all rights and interests of the Company in and claims under all policies of insurance now or hereafter held by or insuring to the benefit of the Company.
- 6 By way of fixed charge all patents, trade marks, patent applications, brand names, service marks, copyrights, rights in the nature of copyright, design rights, registered designs and other intellectual property rights and agreements relating to the use by the Company of patents and trade marks to which the Company is now or may hereafter become entitled and all agreements under which the Company is now or may become entitled to the payment of any royalty fee or similar income.
- 7 By way of fixed charge all book and other debts of the Company whether now or hereafter existing and whether presently payable or hereafter falling due for payment and all rights and claims of the Company against third parties now or hereafter existing and capable of being satisfied by the payment of money.
- 8 By way of floating charge all the undertaking, property and assets of the Company whatsoever and wheresoever present and future not hereinbefore effectively charged by way of fixed charge but so that the Company is not to be at liberty to create otherwise than in favour of the Chargee any mortgage or fixed or floating charge or other security upon and so that no lien (other than a lien arising through operation of law in the ordinary course of business) shall in any case or in any manner arise on or affect any part of such undertaking, property and assets of the Company either in priority to or pari passu with the floating charge hereby created and further that the Company shall have no power without consent of the Chargee to part with or dispose of any part of such undertaking, property and assets of the Company except by way of sale in the ordinary course of its business.

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RESTRICTIONS

The Company shall not except with the prior written consent of the Chargee create or permit to subsist any mortgage, charge, encumbrance on any freehold or leasehold property of the Company or any other Asset subject to a fixed charge under the Debenture nor in any way dispose of the equity of redemption thereof.

The Company shall pay into the Company's account with the Chargee or as the Chargee may direct all moneys which it may receive in respect of any policies of insurance or assurance, royalties or book or other debts or any other of the rights and claims, charged to the Chargee as referred to in paragraphs numbers 5, 6 and 7 above and until such payment hold all moneys so received upon trust for the Chargee and the Company shall not without the prior written consent of the Chargee charge, factor, discount or assign any of the said policies, royalties, debts, rights or claims in favour of any other person or purport to do so.

The Chargee shall be entitled to be paid the proceeds of any policy of insurance (other than in respect of employers' or public liability) put in place and maintained by the Company over the undertaking, property and assets of the Company wheresoever present and future.

No statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the freehold and leasehold property charged by the Debenture shall be exercised by the Company without the consent in writing of the Bank and the Company shall not part with possession of any property charged or share the occupancy thereof without such consent.

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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. 01641088

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 5th JANUARY 1996 AND CREATED BY ICOM SOLUTIONS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY FORMERLY KNOWN AS I.M.I.COMPUTING LIMITED TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th JANUARY 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th JANUARY 1996.

A handwritten signature in dark ink, appearing to read 'J.M. Evans'.

J. M. EVANS

for the Registrar of Companies



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

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