

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. 26 MAR 2003

395

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

114

1793902

Name of company

* TMS Information Solutions Limited (the "Company")

Date of creation of the charge

18th March 2003

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

Deed of Admission (the "Deed of Admission") to an Omnibus Guarantee and Set-off Agreement dated 8th July 1999 (the "Principal Deed")

Amount secured by the mortgage or charge

See Rider 1

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

Lloyds TSB Bank plc, City Office, PO Box 72, Bailey Drive, Gillingham Business Park, Kent (the "Bank")

Postcode ME8 0LS

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

CMS Cameron McKenna
Mitre House
160 Aldersgate Street
London EC1A 4DD
ETI/107260.41/20596769

Time critical reference

For official Use
Mortgage Section

Post room



LD4
COMPANIES HOUSE

LSMUCJK9

0210
26/03/03

Short particulars of all the property mortgaged or charged

See Rider 2

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write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed CMS Camern McKenna Date 25 March 2003

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

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

RIDER to Form 395

COMPANY NAME: TMS Information Solutions Limited
COMPANY NO: 1793902

Rider 1

Amount secured by the mortgage or charge

- (a) all money and liabilities whether certain or contingent which were then or thereafter might be due, owing or incurred to the Bank by any one or more of the companies listed in the Schedule hereto (including the Company) (the "**Principals**") anywhere whether on any current or other account or otherwise in any manner whatsoever (except any money or liabilities due, owing or incurred by any such Principal (other than the Company) as guarantor for the Company) whether alone or jointly with any other person, firm or corporation and in whatever style, name or form and whether as principal or surety including:
- (i) in the case of the liquidation or administration of any such Principal all sums which would at any time have been due, owing or incurred to the Bank by such Principal if such liquidation or administration had commenced at the time when the Bank receives actual notice thereof and notwithstanding such liquidation or administration; and
- (ii) in the event of the discontinuance by any means of the Guarantee in respect of any Principal, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Principal on the Bank or its agents and purporting to be dated on or before the date upon which such discontinuance becomes known to the Bank, although presented to or paid by the Bank or its agents after the date of discontinuance becomes effective and all liabilities of such Principal to the Bank at such date whether certain or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Principal; and
- (b) interest on all such money and liabilities to the date of payment; and
- (c) commission and other banking charges and legal and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Principal or others and in relation to the preparation and enforcement of any security held by or offered for such liabilities together with interest on each such sum from the date that the same was incurred or fell due to the date of payment.

THE SCHEDULE

Name	Company Number
Parity Group Plc	3539413
Parity Limited	1146236
Parity Eurosoft Limited	3152730
Parity Resources Limited	1543554

Name	Company Number
Parity Solutions Limited	969618
Parity Training Limited	855309
Party Solutions (Ireland) Limited	NI019418
Parity Selection Limited	1580343
TMS Information Solutions Limited	1793902
Comtec Computer Training Limited	1625176
Interactive Developments Limited	2650523
Prime Selection Limited	1830201
Plerion Limited	3980554
Parity Solutions (Dublin 1999) Limited	310016

COMPANY NAME: TMS Information Solutions Limited

COMPANY NO: 1793902

Rider 2

Short particulars of all the property mortgaged or charged

Any sum or sums standing to the credit of any present or future account of the Company with the Bank.

NOTE:

By clause 2.3 of the Deed of Admission, the Principals jointly and severally agree that in addition to any general lien or similar right to which the Bank as bankers may be entitled by law, the Bank may at any time and without notice to the Principals or any of them combine or consolidate all or any present or future accounts of the Principals or any of them (including any accounts held in the Bank's name in relation to the liabilities of the Principals or any of them to the Bank) with all or any of the liabilities of the Principals or any of them to the Bank (whether such liabilities be actual or contingent primary or collateral and several or joint and whether such accounts or liabilities be determined in Sterling and/or in a currency or currencies other than Sterling) and/or set off or transfer any sum or sums standing to the credit of any one or more such accounts in or towards satisfaction of any of the liabilities of the Principals or any of them to the Bank on any other account or in any other respect whether such liabilities be actual or contingent primary or collateral and several or joint and whether such accounts or liabilities be denominated in Sterling and/or in a currency or currencies other than Sterling.

By clause 3 of the Deed of Admission, all the covenants, provisions and powers contained in or subsisting under the Principal Deed (except for the covenants for payment and discharge of the moneys and liabilities thereby secured contained in clause 2 thereof but including, without limitation, the power of attorney contained in clause 21 thereof) shall be applicable for defining and enforcing the rights of the parties under the set off arrangements constituted under the Deed of Admission.

By clause 13(e) of the Principal Deed, each of the Principals agreed with the Bank that it would not (without the prior written consent of the Bank) assign, mortgage, charge or otherwise confer on any third party, any right, title or interest in or to all or any of the accounts for the timing being of such Principal with the Bank or any sum or sums standing to the credit of any one or more of such accounts, or agree to do any such thing, or allow any such third party right, title or interest to subsist (except in each case in favour of, or upon, the Bank).

By clause 14 of the Principal Deed, the Bank is entitled, as long as any liability remains under the Principal Deed and/or the Deed of Admission, then after the Bank has made any demand for repayment on any Principal (whether or not any demand shall have been made on any or all of the Principals under the Principal Deed and/or the Deed of Admission) or after any notice of discontinuance becomes effective, to retain as security for the discharge of the liability of any Principal under the Principal Deed and/or the Deed of Admission any stocks, shares or other marketable securities or negotiable instruments of any Principal whether held for safe custody or otherwise.

"Guarantee" means the guarantee contained in clause 2.1 of the Deed of Admission (as detailed in Rider 1 hereto).

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01793902

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ADMISSION TO AN OMNIBUS GUARANTEE AND SET-OFF AGREEMENT DATED 8TH JULY 1999 AND DATED THE 18th MARCH 2003 AND CREATED BY TMS INFORMATION SOLUTIONS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO LLOYDS TSB BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26th MARCH 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st MARCH 2003.

P. G.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —