

Particulars of a mortgage or charge

Please do not
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Pursuant to section 395 of the Companies Act 1985

BRU
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395

To the Registrar of Companies

For official use

Company number

✖ 15

2453765

Name of company

* NOTIONDIAL LIMITED

Date of creation of the charge

24th January 1990

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

Legal Charge dated 24th January 1990

Amount secured by the mortgage or charge

All monies and liabilities now or at any time hereafter due owing or incurred to the Bank by the Company in any way whatsoever.

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

Midland Bank plc, whose registered office is at Poultry, in the City of London.

Postcode	EC2P 2BX
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Presentor's name address and reference (if any):

Colin Bomer
The High House
Oxford Street
Newbury, Berks
RG13 1JG

**For official Use
Mortgage Section**

REGISTERED

27 JAN 1990

Post room

COMPANIES 1-2
27 JAN 1990

N

27

Time critical reference

Short particulars of all the property mortgaged or charged

Registered title: All the property comprised in a transfer made the 29th December 1989 between Hungerford Land Co Limited (1) the Mortgagor (2) being part of the land comprised in title number BK 102411 (~~part~~) being land and buildings lying to the north of Charnham Street Hungerford as comprised in the said transfer


Unregistered title: The freehold property known as land and buildings at Charnham Street Hungerford aforesaid

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed  X Date 24th January 1990

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.

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 24th JANUARY 1990
and created by NOTIONDIAL LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to MIDLAND BANK plc

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 27th JANUARY 1990

Given under my hand at the Companies Registration Office,
Cardiff the 7th FEBRUARY 1990

No. 2453765

P. T. Davies
P. T. DAVIES

an authorised officer

C.69a

*Post
C.R.
7/2/90*



395/A8

COMPANIES FORM No. 395

Particulars of a mortgage or charge

BRV

MB30C

395

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this margin

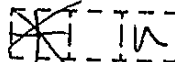
Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number



2453765

Name of company

* NOTIONDIAL LIMITED

* insert full name
of company

Date of creation of the charge

24th January 1990

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

Fixed and Floating Charge dated 24th January 1990

Amount secured by the mortgage or charge

All monies and liabilities now or at any time hereafter due owing or incurred to the Bank by the Company in any way whatsoever.

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

Midland Bank plc, whose registered office is at Poultry, in the City of London.

Postcode

EC2P 2BX

27
Presentor's name address and
reference (if any):

Colin Bomer
The High House
Oxford Street
Newbury, Berks
RG13 1JG

311

For official Use
Mortgage Section

REGISTERED

27 JAN 1990

Post room

COMPANIES HOUSE

27 JAN 1990

M 27

Time critical reference

Short particulars of all the property mortgaged or charged

First Fixed Charge on all book debts and other debts now and from time to time hereafter due owing or incurred to the Company other than such of the said debts as the Bank may have specifically agreed in writing to exclude from such first fixed charge; and

Floating Charge on all other the Undertaking of the Company and all its property whatsoever and wheresoever both present and future including its uncalled capital for the time being and such of the book debts and other debts referred to above which are not charged under the said first fixed charge (collectively called "the assets") but so that the Company shall not except with the prior written consent of the Bank:

- (a) create or permit to subsist over all or any of the assets any mortgage charge lien pledge or other security ranking in priority to or *pari passu* with the said floating charge; or
- (b) part with sell or dispose of all or except in the ordinary course of the Company's business and for the purpose of carrying on the same any of the assets; or
- (c) deal with its book or other debts or securities for money forming part of the assets otherwise than in the ordinary course of getting in and realising the same which course shall not include or extend to the selling or assigning or in any other way factoring or discounting of any of the said debts or securities.

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)

NIL

Signed 

X Date 24th January 1990

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.

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 24th JANUARY 1990
and created by NOTIONDIAL LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to MIDLAND BANK plc

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 27th JANUARY 1990

Given under my hand at the Companies Registration Office,
Cardiff the 7th FEBRUARY 1990

No. 2453765

P. T. Davies
P. T. DAVIES

an authorised officer

C.69a

*Post
C.R.
7/2/90.*

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

2453765

Name of company

NOTIONDIAL LIMITED

* insert full name
of company

Date of creation of the charge

3rd January 1991

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

GROUP CROSS-GUARANTTEE, INDEMNITY AND DEBENTURE (the "Debenture")

Amount secured by the mortgage or charge

All liabilities now or hereafter owing or incurred by the Company to the Banks (as defined below) of any kind and in any currency or currencies (whether present or future, actual or contingent, and whether incurred alone or jointly with another and whether as principal or surety) including interest commission and banking charges together with all reasonable expenses incurred by the Agent (as defined below) in connection with preparing, executing, preserving, enforcing or exercising any power under the Debenture.

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

MIDLAND BANK plc (acting on its own behalf as Agent and as trustee
on behalf of the Banks)

47 Cannon Street, London

Postcode

EC4M 5SQ

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

Stephenson Harwood,
One, St. Paul's Churchyard,
London EC4M 8SH

Ref. 495
(Z8900T/Z8910T/AB26354)

Time critical reference

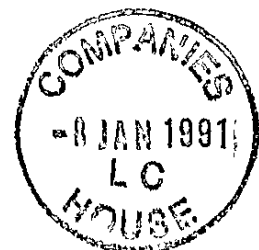
For official Use

Mortgage Section

REGISTERED

- 8 JAN 1991

Post room



Short particulars of all the property mortgaged or charged

Please do not
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this margin

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

The Company charges to the Agent for the benefit of the Banks:

- (1) by way of legal mortgage the freehold and leasehold property now vested in or charged to the Company;
- (2) by way of fixed equitable charge all estates or interests in any freehold and leasehold property now or in the future vested in or charged to the Company except the property mentioned in paragraph (1) above;
- (3) by way of fixed charge the proceeds of sale of any freehold or leasehold property of the Company;

Continued...

Particulars as to commission allowance or discount (note 3)

N/A

Signed Stephenson Harwood

Date 7/1/91

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.

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

Please do not
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Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company number

2453765

Name of company

NOTIONDIAL LIMITED

Limited*

*delete if
inappropriate

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

In this form,

"Agent" means Midland Bank plc together with its successors and assigns as agent under the Agency Agreement;

"Banks" means Midland Bank plc, The Royal Bank of Scotland plc and J. Henry Schroder Wagg & Co. Limited together with their respective successors, transferees and assigns; and

"Agency Agreement" means an agency and security sharing dated 3rd January 1991 between the Company and certain other companies named therein (1), the Banks (2) and the Agent (3)

Please complete
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block lettering

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Please complete
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bold block lettering

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

to prosecute in the name of the Company any proceedings against any such person in respect of any act omission neglect default breach of contract or breach of duty whether relating to the design construction inspection or supervision of the construction of any of the said buildings or to the quality or fitness for use of such plant machinery fixtures fittings and other items or otherwise howsoever and the benefit of all sums recovered in any proceedings against all or any of such persons;

- (b) the benefit of all rights and claims to which the Company is now or may hereafter become entitled under all contracts with Professionals including, without limitation, all building contracts relating to all or any part of the property mentioned in paragraphs (1) and (2) above entered into by the Company or to be entered into by the Company and all guarantees warranties and representations given or made by and any rights remedies against all or any of the Professionals including, without limitation, the main contractors or other building contractors at any time engaged in relation to all or any part of such property including all liquidated and ascertained damages under any such contract and all invoices fees notes bills documents and papers in respect thereof and (without limitation) the right to prosecute in the name of the Company any proceedings against any such persons in respect of any act omission neglect default breach of contract or breach of duty whether relating to the design construction inspection or supervision of the construction of any buildings forming part of such property or to the quality or fitness for use of any part of such property or otherwise howsoever and the benefit of all sums recovered in any proceedings against all or any such persons;

- (11) by way of floating charge all the undertaking and all property, assets and rights of the Company present and future wherever situate which are not effectively charged or mortgaged by way of fixed charge or mortgage.

In this form,

"Professionals" means the architects, structural engineers, mechanical and electrical consultants, quantity surveyors building contractors and any

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

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

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

Company number

2453765

Name of company

NOTIONDIAL LIMITED

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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binding margin

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legibly, preferably in
black type, or bold
block lettering

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Please complete
legibly, preferably
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bold block lettering

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

- (4) by way of fixed charge all the plant machinery fixtures fittings furniture equipment implements and utensils now and in the future belonging to the Company and all right title and interest of the Company under any agreements (present or future) relating to the purchase, lease or hire purchase of any such items;
- (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 now and in the future belonging to the Company;
- (7) by way of fixed charge all intellectual property rights choses in action and claims now and in the future belonging to the Company;
- (8) by way of fixed charge all book debts and other debts (including any funds standing to the credit of the Company from time to time on any account with the Banks or any other bank or financial institution) and monetary claims now and in the future belonging to the Company;
- (9) by way of fixed charge the benefit of all agreements for lease, contracts for purchase, options to purchase and rights of pre-emption in each case entered into or to be entered into by the Company and in each case in respect of any freehold and/or leasehold property together with the benefit of all rights claims and remedies thereunder to which the Company is now or may hereafter become entitled;
- (10) by way of fixed charge:-
- (a) the benefit of all guarantees warranties and representations given or made by and any rights or remedies against all or any of the Professionals now or at any time engaged by the Company in relation to the property assets or undertakings mentioned in paragraphs (1) and (2) above and the manufacturers suppliers or installers of all plant machinery fixtures fittings and other items now or from time to time in the buildings erected or to be erected on the property or any part thereof mentioned in paragraphs (1) and (2) above and any other person firm or company now or from time to time under contract with or under a duty to the Company including (but without limitation) the right

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

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Continuation sheet No 3
to Form No 395 and 410 (Scot)

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

Company number

2453765

Name of company

NOTIONDIAL LIMITED

Limited*

*delete if
inappropriate

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

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

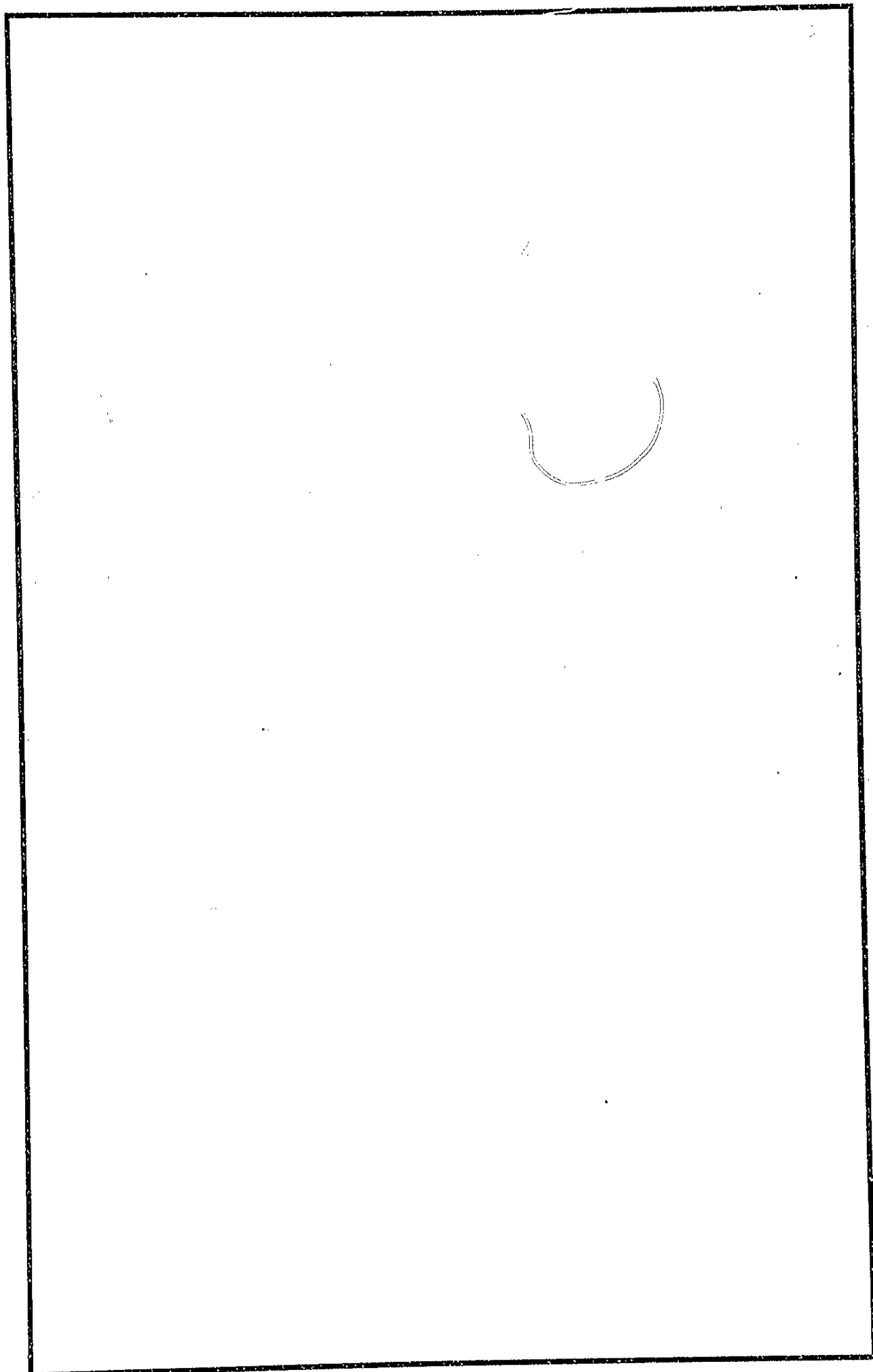
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in black type, or
bold block lettering

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



other consultants to be employed by the Company in connection with the development of the property or any part thereof mentioned in paragraphs (1) and (2) above.

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

NOTE

The Agent may at any time and from time to time by notice in writing to the Company convert the floating charge created under the Debenture into a specific charge as regards any assets specified in such notice.

The Company has agreed that it will not without the previous written consent of the Agent create or permit to arise or continue any mortgage, pledge, charge (whether fixed or floating) lien or other encumbrance on or over all or any part of the property assets and undertaking mortgaged or charged or assigned by the Company pursuant to the Debenture other than such as may exist over chattels which are leased by way of hire-purchase, lease-hire or the like and the legal charge and the fixed and floating charge both dated 24th January, 1990 in favour of Midland Bank plc.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 3rd JANUARY 1991
and created by NOTIONDIAL LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company and/or all or any of the other
companies named therein to MIDLAND BANK plc (ACTING ON ITS OWN BEHALF AS
AGENT AND AS TRUSTEE ON BEHALF OF THE BANKS)

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 8th JANUARY 1991

Given under my hand at the Companies Registration Office,
Cardiff the 11th JANUARY 1991

No. 2453765

P. Jones

P. JONES

an authorised officer

C.69a(Y3)



Particulars of a mortgage or charge

395

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Pursuant to section 395 of the Companies Act 1985

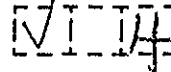
Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

M18

Company number



2453765

Name of company

* Notiondial Limited (the "Company")

* Insert full name
of company

Date of creation of the charge

5th February 1993

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

Legal charge (the "Legal Charge") dated 5th February 1993 and made between the Company and
Midland Bank Plc (the "Bank").

Amount secured by the mortgage or charge

All monies and liabilities which now are or shall at any time hereafter be due owing or incurred
to the Bank by the Company whether actually or contingently and whether presently or in the
future and whether as principal or surety or in any way whatsoever including (as well after as
before any demand made or judgment obtained) interest discount commission and other lawful
charges and expenses computed and compounded from time to time in accordance with the terms
agreed between the Company and the Bank relating thereto (if any) and in the absence of any such
agreed terms computed and compounded from time to time according to the then current practice
of the Bank (but so that interest shall be computed at the rate of 2 per centum per annum over the

(see continuation sheet no. 1)

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

Midland Bank Plc, 47 Cannon Street, London

Postcode EC4M 5SQ

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

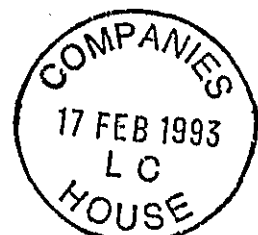
Clifford Chance
200 Aldersgate Street
London EC1A 4JJ
NXJD/M0483/0222/RJP

For official Use
Mortgage Section

REGISTERED

17 FEB 1993

Post room



Time critical reference

18 FEB 1993

17/2

Short particulars of all the property mortgaged or charged

By way of legal mortgage the land on the north side of Charnham Street, Hungerford added to Title no. BK284068 on 10th December, 1991 and edged red on the plan annexed to the Legal Charge and on the filed plan and lettered A,B and C (the "Property") with the intent that the security shall extend to and include the Company's beneficial interest in the Property or in the proceeds of sale thereof.

Please do not write in this margin

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

Negative Pledge

The Company has covenanted that:

- (i) it will not without the prior written consent of the Bank grant or agree to grant any licence or tenancy affecting all or any part of the Property nor exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Sections 99 or 100 of the Law of Property Act 1925 nor in any other way dispose or agree to dispose of or create any legal or equitable estate or interest in the Property or any part thereof;

(see continuation sheet no. 1)

Particulars as to commission allowance or discount (note 3)

NONE

Signed

Griffiths & Ch...
SOLICITORS

Date

15th February 1993

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.

Please do not
write in this
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Particulars of a mortgage or charge (continued)

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

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

Company number

2453765

Name of company

Notiondial Limited (the "Company")

Limited*

*delete if
inappropriate

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

Legal Charge

Bank's base rate from time to time ruling) (the "monies and liabilities"). The words "monies" and "liabilities" shall not include any monies and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless specifically agreed between the Company and the Bank.

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

Please do not
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binding margin

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

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

- (ii) it will procure that no person shall be registered under the Land Registration Acts 1925-1986 as proprietor of the Property or any part thereof without the prior written consent of the Bank; and
- (iii) it will procure that no person shall become entitled to assert any proprietary or other like right over the Property without the prior written consent of the Bank.

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

Clauses 8 and 9 of the Legal Charge provides for the appointment of a receiver by the Bank.

Continuing Security

- (A) The legal charge shall be in addition to and shall be independent of every other security which the Bank may at any time hold for any of the monies and liabilities and has declared that no prior security held by the Bank over the whole or any part of the Property shall merge in the security created by this charge.
- (B) The legal charge shall remain in full force and effect as a Continuing Security unless and until the Bank discharges the legal charge.

HCP\$11\$3.06

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CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 5th FEBRUARY 1993
and created by NOTIONDIAL LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to MIDLAND BANK plc

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 17th FEBRUARY 1993

Given under my hand at the Companies Registration Office,

Cardiff the 19th FEBRUARY 1993

No. 2453765

N. S. Berkley

N. S. BERKLEY

an authorised officer

C.69a

L.C. 19.2.93

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge**395**Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

M19

N15

2453765

Name of company

~~*Notiondial Limited (the "Company")~~* insert full name
of company

Date of creation of the charge

5th February 1993

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

Account charge (the "Account Charge") dated 5th February 1993 and made between the Company and Midland Bank Plc (the "Bank")

Amount secured by the mortgage or charge

All monies and liabilities which now are or shall at any time hereafter be due owing or incurred to the Bank by the Company whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever including (as well after as before any demand made or judgment obtained) interest discount commission and other lawful charges and expenses computed and compounded from time to time in accordance with the terms agreed between the Company and the Bank relating thereto (if any) and in the absence of any such agreed terms computed and compounded from time to time according to the then current practice of the Bank (but so that interest shall be computed at the rate of two per cent per annum over the Bank's Base Rate from time to time ruling) (the "Indebtedness").

(see continuation sheet no. 1)

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

Midland Bank Plc, 47 Cannon Street, London:

Postcode EC4M 5SQ

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

Clifford Chance
200 Aldersgate Street
London EC1A 4JJ
NXJD/M0483/0222/RJP

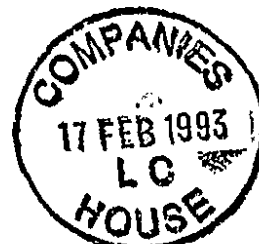
Time critical reference

For official Use
Mortgage Section

Post room

REGISTERED

17 FEB 1993



18 FEB 1993

17/2

By way of fixed charge all of the Company's rights, title and interest in and to the Assets.

[see Continuation Sheet No. 1]

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

NONE

Signed

Cyfford Cunn

Date

15th February 1993

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.

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

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

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

Company number

2453765

Name of company

Notiondial Limited (the "Company")

Limited*

*delete if
inappropriate

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

Account charge

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

Please do not
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binding margin

Please complete
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black type, or bold
block lettering

Please do not
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binding margin

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

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

Where:-

"Accounts" means a sterling deposit account in the name of the Company and bearing account number 21284045, and such other accounts in the name of the Company as are already, or may from time to time be, maintained and/or opened by the Bank and "Account" means any one of them;

"Assets" means the Accounts and all rights, benefits and proceeds thereof or of any renewal or redesignation thereof;

Further Assurances

The Company has undertaken forthwith upon demand to execute and sign all documents which the Bank may request for the purposes of perfecting the charge contained in the Account Charge and do all such acts and things as the Bank may determine to be necessary or expedient in connection therewith. Execution of the Account Charge by the Company shall constitute notice to the Bank of the Charge created by, or pursuant to Clause 3 of the Account Charge.

Negative Pledge

The Company has covenanted that:-

- (i) it will not create, incur or permit to subsist any encumbrances over any of the Assets otherwise than in favour of the Bank;
- (ii) it will not sell or agree to sell or otherwise dispose of the benefit of all or any of the Assets which are and shall remain personal to the Company;
- (iii) it will not permit or agree to any variation of the rights attaching to the Assets; and
- (iv) it will not open or acquire any right, title or interest in or to any bank account of any nature save with the prior written consent of the Bank.

Receiver

Under Clause 2 of the Account Charge the Bank may appoint a receiver.
HCP\$10\$3.06

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



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 5th FEBRUARY 1993
and created by NOTIONDIAL LIMITED

for securing all moneys due or to become due from the Company to MIDLAND
BANK plc SUPPLEMENTAL TO THE FIXED AND FLOATING CHARGE DATED 24th JANUARY
1990

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 17th FEBRUARY 1993

Given under my hand at the Companies Registration Office,
Cardiff the 19th FEBRUARY 1993

No. 2453765

A handwritten signature in dark ink, appearing to read 'N. S. Berkley'.

N. S. BERKLEY
an authorised officer

C.69

L.C. 19.2.93