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Particulars of a mortgage or charge

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Pursuant to section 395 of the Companies Act 1985

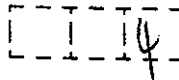
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insert full name
of company

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number



2642975

Name of company

* Dataease Limited

Date of creation of the charge

18.3.96

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

Fixed and Floating Charge

Amount secured by the mortgage or charge

All monies and liabilities which now are or may at any future time become due owing or incurred by the company to Kellock Limited ("Kellock") or for or in respect of which the company may be liable to Kellock on any account or in any manner and whether actually or contingently and as principal or surety and whether alone or jointly with any other party or parties including interest at an agreed rate commission banking legal and other costs charges and expenses incurred by Kellock in preserving and enforcing its debenture (on a full indemnity basis).

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

Kellock Limited, Abbey Gardens, 4 Abbey Street, Reading, Berkshire

RG1 3BA

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

Kellock Limited
Abbey Gardens
4 Abbey Street
Reading
RG1 3BA

For official Use
Mortgage Section

Post room



Time critical reference

particulars of all the property mortgaged or charged

- a) Charges to Kellock by way of legal mortgage all freehold and leasehold property (including fittings and fixtures) now owned by the company (if any), particulars of which are set out in Schedule 1 ("the Legally Mortgaged Property").
- b) Charges to Kellock by way of specific equitable charge all estates and interests and charges in or over any freehold and leasehold property (except the Legally Mortgaged Property) now or at any time during the continuance of this debenture owned acquired by or charged to the Company ("the Equitably Charged Property").
- c) Charges to Kellock by way of first legal mortgage all debts other sums of money and other claims of a monetary nature which are now or at any future time belong to or are received or are receivable by the Company including the proceeds of any insurance of the Mortgaged Property (defined below) ("the debts") purchased or purported to be purchased by Kellock pursuant to the Cashflow Finance Agreement for the sale and purchase of debts made between the Company and Kellock dated 18.3.96 ("the Agreement") to the extent that such debts fail to vest effectively in Kellock for any reason and the benefit of all securities for the same and all interest (if any) due or which becomes due on the debts.

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this margin

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

Particulars as to commission allowance or discount (note 3)

Signed



Date

21.3.1996

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

† delete as
appropriate

Notes

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.

A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.

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.

If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

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binding margin

Particulars of a charge (continued)

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

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

Company number

2642975

Name of company

Dataease Limited

Limited*

delete if
inappropriate

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

d) Charges to Kellock by way of first fixed equitable charge all amounts now and from time to time due or owing to the Company other than the debts purchased by Kellock pursuant to the Agreement together with the Company's rights (other than the associated rights covered by the Agreement) under the supply contracts with its debtors.

c) All plant machinery equipment motor vehicles other fixed assets not specifically mentioned in this clause.

f) All stocks, shares and other interests of every description including loan capital indebtedness or liabilities on any account or in any manner owing to the Company both present and future.

g) The goodwill and uncalled capital of the Company both present and future.

h) All patents, patent applications, trade marks, trade names service marks registered designs and copyrights and all licences and ancillary and connected rights relating to the intangible property of the Company both present and future.

i) By way of the floating charge and whole of the remainder of the Company's undertaking property rights and assets both present and future and wherever situated and the property rights and assets referred to in clauses (a) to (h) above if the security created or purported to have been created by such clauses is or becomes ineffective for any reason.

Note: The company is precluded without the consent in writing of Kellock Limited from creating any further mortgages, pledges or charges upon all or any of the property referred to in (a) to (i) above ranking either in priority to or pari passu with or postponed to this debenture.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02642975

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING CHARGE DATED THE 18th MARCH 1996 AND CREATED BY DATAEASE INTERNATIONAL LTD. FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO KELLOCK LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd MARCH 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th MARCH 1996.

P. Jones
P. JONES

for the Registrar of Companies



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

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