

**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

M8

Please complete  
legibly, preferably  
in black type, or  
bold black lettering\* Insert full name  
of companyTo the Registrar of Companies  
(Address overleaf)

For official use Company number

\* T U I

2741701

Name of company

\* Cambridge Market Intelligence Limited

Date of creation of the charge

15th April 1993

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

Charge over certain intellectual property and other rights dated 15th  
April 1993

Amount secured by the mortgage or charge

Any and all moneys, obligations and liabilities now or in the future  
due owing or incurred to the Lenders by the Company pursuant to the  
terms of the Loan Agreement (as defined below).

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

Anthony Ashworth Letts, John Martin Letts, David Aaron Landau, Cyril  
Jonathan Santhouse ("the Lenders") all care of 38 North Audley Street,  
Mayfair, London

Postcode W1Y 1WG

Presentor's name address and  
reference (if any):Speechly Bircham  
Bouverie House  
154 Fleet Street  
London EC4A 2HX  
PAK/CMR/091139For official Use  
Mortgage Section

REGISTERED

- 4 MAY 1993

Postroom



Time critical reference

- 5 MAY 1993

Please do not  
write in  
this margin

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

By way of first fixed charge:

(i) any and all rights of copyright and any other intellectual property rights of any description whatever, all rights of action and the benefit of all other rights whatsoever in respect of the Charged Reports or under the Authors Contracts which are now assigned or licensed to the Company or which have been acquired by or created by the Company prior to the date of the Charge or at any time during the subsistence of the security including specifically all goodwill associated with such rights but excluding all other goodwill of the Company;

(ii) all other rights, moneys and property whatsoever which may from time to time at any time be derived from, accrue on or be offered in respect of the rights described in (i) above.

Pursuant to clause 5.10 of the Charge instrument, the Company shall not (without the written consent of the Lenders):

(1) create or permit to exist over all or part of the charged rights

Particulars as to commission allowance or discount

-

Signed

*Speedily Birkman*

Date

*4th May 1993*

On behalf of ~~[company]~~ [chargee]\*

\*  
delete as  
appropriate

The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

- (or any interest therein) any security interest whatsoever;
- (2) sell, transfer, assign or otherwise dispose of the charged rights or any interest therein or attempt or agree to so dispose; or
- (3) permit any person other than the Company to become the holder of the charged rights.

In this Form 395:

"Acquisition Agreement" means the agreement dated 26th November 1992 between Unicom Seminars Limited ("Unicom") and the Company in respect of the purchase by the Company of various publishing, intellectual property and other rights from Unicom;

"Authors Contracts" means all existing contracts with authors and/or researchers and/or reviewers relating to the Charged Reports;

"Charged Reports" means the reports referred to and currently entitled as are set out in the Schedule to the Charge instrument and as follows:-

1. Computer Aided Software Testing (published in first edition and planned but as yet uncontracted in second edition);
2. CASE: A state of the Market Report (published in draft first edition);
3. Geographic Information Systems (published in draft first edition); and
4. Computer Supported Co-operative Work (in preparation),

together with any modifications and/or enhancements made to them following the date of the Charge and any other reports (with any such modifications and/or enhancements) transferred by Unicom to the Company whether in substitution for or in addition to the reports listed above in connection with the Acquisition Agreement;

"Loan Agreement" means the loan agreement dated 26th November 1992 between the Lenders, the Company and Anthony Ashworth Letts as Surety and/or any variation, amendment or extension thereof or supplement thereto from time to time.

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 15th APRIL 1993  
and created by CAMBRIDGE MARKET INTELLIGENCE LIMITED

for securing all moneys due or to become due from the Company to ANTHONY  
ASHWORTH LETTS, JOHN MARTIN LETTS, DAVID AARON LANDAU, CYRIL JONATHAN  
SANTHOUSE under the terms of THE LOAN AGREEMENT (AS DEFINED)

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 4th MAY 1993

Given under my hand at the Companies Registration Office,  
Cardiff the 7th MAY 1993

No. 2741701

  
D. JENKINS

an authorised officer

C:69

D+ 10 5 93



Please do not  
write in  
this margin

COMPANIES FORM NO. 395

# Particulars of a mortgage or charge

# 395

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



2741701

Name of company

\* CAMBRIDGE MARKET INTELLIGENCE LIMITED

\* insert full name  
of company

Date of creation of the charge

1st day of November 1994

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 Royal Bank of Scotland plc (the 'Bank') of any kind (whether present or future actual or contingent and whether incurred alone or jointly with another) including banking charges, commission, interest, costs and expenses.

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

The Royal Bank of Scotland plc

36 St Andrew Square

Edinburgh

Postcode

EH2 2YB

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

PD1ISL.CAM

The Royal Bank of Scotland plc  
Securities Section  
(England and Wales)  
Centurion House 129 Deansgate  
Manchester M3 3WR

For official Use  
Mortgage Section

REGISTERED

9 NOV 1994

Post room

COMPANIES HOUSE  
Cardiff

09 NOV 1994

M

Time critical reference

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;
- 2 By way of fixed charge all estates or interests in any freehold and leasehold property now and in future vested in or charged to the Company except the property referred to in paragraph 1;
- 3 By way of fixed charge:-
  - (i) all the plant, machinery and fixtures and fittings, furniture, equipment, implements and utensils now and in the future belonging to the Company;
  - (ii) all the goodwill and uncalled capital of the Company present and future;
  - (iii) all stocks, shares and other securities now and in the future belonging to the Company;
  - (iv) all intellectual property rights, choses in action and claims now and in the future belonging to the Company; and
  - (v) 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 Bank or any other bank or financial institution or organisation) now and in the future owing to the Company.
- 4 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.

Note 1 The Debenture contains covenants by the Company with the Bank:-

- (a) Not without the previous written consent of the Bank to create or permit to arise any mortgage charge or lien on any of the Company's property nor to dispose of any of the Company's property except that the property subject to the floating charge may be disposed of in the ordinary course of business.
- (b) To 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 and not to 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 not to realise the Company's book debts and other debts by means of book discounting, factoring or the like.

2 The Debenture gives the Bank power to appoint an Administrative Receiver.

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)

For The Royal Bank of Scotland plc

Signed

Date

8/11/94

Duly Authorised Official

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

COMPANY No. 02741701

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 1st NOVEMBER 1994 AND CREATED BY CAMBRIDGE MARKET INTELLIGENCE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND plc ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th NOVEMBER 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th NOVEMBER 1994.

A handwritten signature in cursive script, appearing to read 'R. M. Groves'.

R. M. GROVES

for the Registrar of Companies



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

HC026B

POST  
3C  
10/11