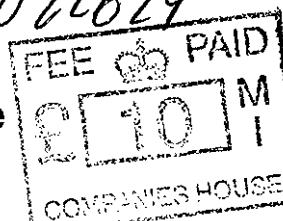


CHFP041

COMPANIES FORM No. 395

B/S. £10.022629



395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Please do not
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this margin

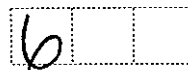
Please complete
legibly, preferably
in black type or
bold block lettering

*Insert full name
of company

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

For official use

Company number



2870220

Name of company

* THE RESEARCH DEPARTMENT LIMITED ("the Company")

Date of creation of the charge

6 APRIL 1999

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

DEBENTURE

Amount secured by the mortgage or charge

All monies due and owing by the Company to the Chargee pursuant to a Business Sale Agreement dated 6th April 1999 made between the Chargee (1) and the Company (2) and/or pursuant to the Debenture or such part thereof as may be outstanding from time to time together with all interest and all costs, charges and expenses incurred in connection therewith.

6

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

Wilmington Business Information Limited, Paulton House.

8 Shepherdess Walk, London ("the Chargee")

Postcode

N1 7LB

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

Hill Taylor Dickinson
Irongate House
Duke's Place
London EC3A 7LP

For official use
Mortgage section

Post room



A23 *AJ6NOFD2* 385
COMPANIES HOUSE 10/04/99

Time critical reference

Short particulars of all the property mortgaged or charged

- (1) By way of first fixed charge all of the property, assets and rights described in paragraph 2 of the attached schedule; and
- (2) By way of first floating charge all the undertaking and all the property, assets and rights of the Chargee sold, transferred or assigned to the Company pursuant to the Business Sale Agreement dated 6th April 1999 and made between the Chargee (1) and the Company (2) and not already charged by way of the fixed charge referred to in (1) above.

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)

None

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Signed Mike Taylor

Date 8th April 1999

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.
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 CF4 3UZ

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Particulars of a mortgage or charge (continued)

Continuation sheet No _____
to Forms Nos 395 and 410 (Scot)

Company number

2870220

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

Name of company

THE RESEARCH DEPARTMENT LIMITED ("The Company")

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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legibly, preferably
in black type or
bold block lettering

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

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

Note:

- (A) The Chargee may at any time by notice in writing to the Company convert the floating charge referred to in (2) above, into a fixed charge as regards any assets specified in the notice and, upon such notice being given, the said floating charge will immediately become a fixed charge over such assets as are specified in the said notice.
- (B) The Company has covenanted and undertaken with the Chargee that it will not, without the previous consent in writing of the Chargee (and then only to such extent and subject to such conditions as the Chargee may specify), create or permit to subsist any mortgage, charge, pledge or lien or other encumbrance whatsoever (other than one arising by operation of law in ordinary course of business) or over the whole or any part of the charged property ranking in priority to, or pari passu with, the charges created by the Debenture.

Schedule

1. In this Schedule, the following expressions shall have the following meanings unless the context requires otherwise:-

"Archive"	the written collection of information in respect of the Products and back copies of the Products which are in the possession, or under the control, of the Company from time to time.
"Assets"	the assets and rights of the Chargee relating to the Business purchased by the Company pursuant to, and described in Clause 2.1 of, the Business Sale Agreement.
"Business"	the business of the Company of the publication and sale of the Products and of the information contained in the Database.
"Business Contracts"	the contracts, orders and engagements (both present and future) relating to the sale of, or subscription for, Future Issues and the sale of advertising space and other entries and material therein or the sale or licensing of information on the Database.
"Business Records"	the subscription, mailing, purchaser, complimentary copy and other lists compiled specifically for the Products, lists relating to advertisers, contacts, prospects, in each case relating exclusively to the Products, and the supplier, contractor, editorial and advertising contact names and lists relating exclusively to the Business and copies of that part of any sales or other statistics, orders, price lists, trade and promotional materials and literature, all purchase, sale and stock records of the Company which relate exclusively to the Business.
"Business Sale Agreement"	the agreement dated 6 th April 1999 and made between the Chargee (1) and the Company (2) for the sale of the Business.
"Computer Software"	the computer software and programmes owned by, or licensed to, the Company from time to time (as enhanced, modified, developed or updated from time to time) and used in order to access, extract and manipulate the information on the Database.
"Database"	the database of financial information, contact names and addresses for inclusion in the Products acquired by the Company pursuant to the Business Sale Agreement as enhanced, modified, developed or updated from time to time.
"Equipment"	the computer hardware, software and office equipment described in the list attached and marked 'A' and any other computer hardware, software or equipment purchased or transferred to the Company as a replacement for, or by way of updating of, any of the said computer hardware, software or equipment.
"Future Issues"	all issues of the Products published or intended to be published on or after 1 st April 1999.
"Goodwill"	the goodwill of the Company (both present and future) in relation to the Business.

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write in this
margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Forms Nos 395 and 410 (Scot)

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

Company number

2870220

Name of company

THE RESEARCH DEPARTMENT LIMITED ("The Company")

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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in black type or
bold block lettering

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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)

"Intellectual
Property Rights"

- (a) the right, title and interest of the Company in the copyright and design rights from time to time in the Products;
- (b) the right, title and interest of the Company in all intellectual property rights of whatever nature which may subsist from time to time in the Computer Software, the Database and the information on the Database;
- (c) the right, title and interest of the Company in the names under which the Products are published from time to time.

"Products"

Annuities On-Line (electronic);
Masterfile (paper);
Ratetracker (electronic);
Savings Market (paper).

- 2. (a) The Archive.
- (b) The benefit of the Business Contracts.
- (c) The Business Records.
- (d) The Computer Software.
- (e) The Database.
- (f) The Equipment.
- (g) The Goodwill.
- (h) The Intellectual Property Rights.
- (i) The Products.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 3
to Forms Nos 395 and 410 (Scot)

Company number

2870220

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

Name of company

THE RESEARCH DEPARTMENT LIMITED ("The Company")

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

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

Equipment
Computer Hardware

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

Item	Name	Serial No	Configuration	Notes
1.	Intel PICK PC	95031117K	8Mb RAM, 504 Mb HDD, Adapter card for Wangtek tape drive	Running R83 PICK Ver 3.1 and Infolex
	Elonex SVGA Monitor	M3GP75101616		
	Wangtek 5150 SCT Drive	2DK 14027		Requires adapter card fitted to Intel PICK PC above
2.	Elonex PC466	F7010207-205	8Mb RAM, 519Mb HDD	Bill's old client PC, running Windows '95
	Hayes Accura 288 Modem			Used to connect in to Rate Tracker
3.	Copy Pro 2000 Disk Copier	MI04302		
4.	Elonex PC425		8Mb RAM, 125 Mb HDD, 2 x Unknown Internal Modems	RateTracker server running Windows 3.11
	US Robotics Sportster 14400			Supplements the two internal modems for incoming connection requests.
5.	Motorola UNIX Server		33 MHz 88100 CPU, 48 Mb RAM 8 RS232 ports, 2 SCSI Disks, 1/4" SCT Tape Drive, DDS-2 DAT Drive Approx 1.75 Gb Mass Storage	Main UNIX Server running uniVerse or Motorola SVR4 Unix
	Genicom Line Printer			
	Kyocera FS-3500	AHU4403875		
	Kyocera FS-1550	AHV6108470		
6.	Wyse50 Terminal	00110802264		

Software

Item	Name	Serial No	Configuration	Media
1.	R83 Pick Ver 3.1	8629-10	1 User	3 1/2" Floppy
2.	Infolex		2 User	3 1/2" Floppy
3.	Windows 3.1			
4.	Windows '95			
5.	Visual Basic 4	2701602501273 6290799	Professional	
6.	PK Harmony for uniVerse	PK300-5540-U	Version 3	5 1/4" Floppy
7.	PK Harmony for uniVerse	PK31012013	Version 3.1	5 1/4" Floppy (almost certainly an upgrade to the above)
8.	Motorola UNIX SVR4			
9.	VMark uniVerse		Version 7.3.1.2	1/4" SCT
10.	System Builder for uniVerse	SB1992/ 43913TB	16 user	1/4" SCT

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02870220

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 6th APRIL 1999 AND CREATED BY THE RESEARCH DEPARTMENT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO WILMINGTON BUSINESS INFORMATION LIMITED PURSUANT TO A BUSINESS SALE AGREEMENT OF EVEN DATE AND/OR PURSUANT TO THE DEBENTURE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th APRIL 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th APRIL 1999.

*Handwritten initials: P
AE*



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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