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CHFP025

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in black type, or
bold block lettering

*insert full name
of Company

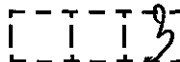
COMPANIES FORM No. 395 *Nat West £20x2*
Particulars of a mortgage or charge *12 0659*

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

Pursuant to section 395 of the Companies Act 1985

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

For official use



Company number

3389478

Name of company

* IGROUP LIMITED (the "Chargor")

Date of creation of the charge

7th November, 2000

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

A Security of Shares Agreement dated 7th November, 2000 between the
Chargor and the Secured Party (the "Agreement")

Amount secured by the mortgage or charge

All obligations owing to the Secured Party by the Obligor under or
pursuant to the Facility Agreement, whether present or future, actual or
contingent (and whether incurred by the Obligor alone or jointly and
whether as principal or surety or in some other capacity) ("Secured
Obligations")

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

Commerzbank Aktiengesellschaft, London Branch (the "Secured Party"),
Commerzbank House, 23 Austin Friars, London

Postcode EC2P 2NB

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

Allen & Overy
One New Change
London
EC4M 9QQ

SEK/JS/804830.1

Time critical reference

For official Use
Mortgage Section

Post room



LD2
COMPANIES HOUSE

0484
14/11/00

SEE CONTINUATION FORM

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bold block
lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed *Allen & Overy*

Date

13.11.00

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

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

Short Particulars

The Chargor charges the Charged Portfolio, with full title guarantee and by way of first fixed charge, in favour of the Secured Party for the payment and discharge of all of the Secured Obligations.

N.B.

1. The Chargor shall be entitled to exercise all voting rights in relation to the Charged Portfolio (and the Secured Party shall, at the request and expense of the Chargor, execute or procure that its nominee(s) execute such forms of proxy in favour of the Chargor (or its nominee(s)) as it may reasonably require) PROVIDED THAT the Chargor shall not exercise such voting rights in any manner which would prejudice the value of, or the ability of the Secured Party to realise, the security created by the Agreement.
2. The Chargor shall not, without the prior written consent of the Secured Party, by the exercise of any voting rights or otherwise, permit or agree to:
 - (a) any variation of the rights attaching to or conferred by all or any part of the Charged Portfolio; or
 - (b) any increase in the issued share capital of any company whose shares are charged pursuant to the Agreement.
3. Except with the Secured Party's prior written consent, the Chargor shall not:
 - (a) assign or dispose of all or any part of the Charged Portfolio; or
 - (b) create, grant or permit to exist;
 - (i) any security interest over; or
 - (ii) any restriction,on the ability to transfer or realise, all or any part of the Charged Portfolio.

In this Form 395:

"Charged Portfolio"

means the Shares and Related Assets.

"Facility Agreement"

means the Facility Agreement dated 26th October, 2000 between, inter alios, the Secured Party and the Obligor.

"Obligor"

means igroup6 limited (Company number:3895074) whose registered office is at Malvern House, Croxley Business Park, Watford, Herts, WD1 8YF.

"Related Assets"

means all dividends, interest and other monies payable in respect of the Shares and all other rights, benefits and proceeds in respect of or derived from the Shares (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise).

"Shares"

means all of the shares in the share capital of igroup6 limited (Company number: 3895074) held by to the order or on behalf of the Chargor at any time.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03389478

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY OF SHARES AGREEMENT DATED THE 7th NOVEMBER 2000 AND CREATED BY IGROUP LIMITED FOR SECURING ALL OBLIGATIONS DUE OR TO BECOME DUE FROM THE OBLIGOR (AS DEFINED) TO COMMERZBANK AKTIENGESELLSCHAFT, LONDON BRANCH UNDER OR PURSUANT TO THE FACILITY AGREEMENT (AS DEFINED) ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th NOVEMBER 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th NOVEMBER 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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