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CHFP025

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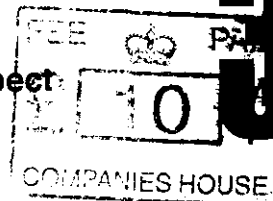
* insert full name
of Company

COMPANIES FORM No. 395

L140x14 022134

Particulars of a mortgage or charge

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



395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

911131

3473878

Name of company

* Interdependence Group Limited

Date of creation of the charge

28TH APRIL 2000

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

GUARANTEE AND DEBENTURE

Amount secured by the mortgage or charge

Each Company hereby:

(i) covenants that it will when due and payable pay or discharge to the Bank all monies and liabilities which shall for the time being (and whether on or at any time after demand) be due owing or incurred by it to the Bank;

(ii) covenants and guarantees that it will on demand in writing made to it pay or discharge to the Bank all monies and liabilities which shall for the time being (and whether on or at any time after such demand) be due and payable by any other Company to the Bank except any monies or liabilities due owing or incurred by such other Company as Guarantor for the Company firstly referred to

in either case whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety

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

BARCLAYS BANK PLC
54 LOMBARD STREET
LONDON

Postcode EC3P 3AH

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

Hammond Suddards Solicitors
2 Park Lane
Leeds
LS3 1ES

JPM/FORMS/3952.A28

Time critical reference

For official Use
Mortgage Section

Post room



HLE
COMPANIES HOUSE
COMPANIES HOUSE

0287
09/05/00
03/05/00

Each Company with full title guarantee (other than in respect of The M&E Network Limited's Members Reserve Account) hereby charges save that, in relation to The M&E Network Limited, its interests under and in a lease dated 25.8.99 in respect of Network House, Horsforth, Leeds and in the case of Interdependence Group Limited its Lease dated 9.11.99 in respect of AMC House, Chantry Street, Andover, Hampshire and the lease or licence to be granted over part of Greatminster House (Ground and Lower Ground Floors) between Greatminster Group Limited and The M&E Network Limited with the payment and discharge of all monies and liabilities hereby covenanted to be paid or discharged by it:

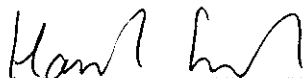
(a) by way of legal mortgage all the freehold and leasehold property of such Company the title to which is registered at H M Land Registry and which is described opposite its name in the Third Schedule hereto together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;

(b) by way of legal mortgage all other (save as aforesaid) freehold and leasehold property of such Company now vested in it (whether or not registered at H M Land Registry) together with all buildings fixtures (including trade fixtures) and fixed plant and machinery owned by such Company from time to time thereon;

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

2

May 2000

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

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

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 CF4 3UZ

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

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

CHFP025

Please complete
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bold block lettering

Company Number

3473878

Name of Company

Interdependence Group Limited

Limited*

* delete if
inappropriate

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

including interest commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Companies' accounts and so that interest shall be computed and compounded unless otherwise agreed according to the usual mode of the Bank as well after as before any demand made or judgment obtained hereunder save that in relation to The M&E Network Limited and Interdependence Limited such liability shall be limited to £100,000.

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

**Please complete
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bold block lettering**

(c) by way of a first fixed charge all future freehold and leasehold property of such Company together with all buildings fixtures (including trade fixtures) and fixed plant and machinery owned by such Company from time to time thereon and all the goodwill and uncalled capital for the time being of such Company;

(d) by way of first fixed charge all book debts and other debts now and from time to time due or owing to such Company absolutely owned by such Company (other than in respect of The M&E Network Limited's Members Reserve Account);

(e) by way of first floating charge all other (save as aforesaid) the undertaking and assets of such Company whatsoever and wheresoever both present and future but so that such Company is not to be at liberty to create any mortgage or charge other than Permitted Liens defined in the Facility Agreement upon and so that no lien other than Permitted Liens defined in the Facility Agreement shall in any case or in any manner arise on or affect any part of the said premises either in priority to or pari passu with the charge hereby created and further that such Company shall have no power without the consent of the Bank to part with or dispose of any part of such premises except by way of sale in the ordinary course of its business and Permitted Disposals as defined in the Facility Agreement.

Any debentures mortgages or charges hereafter created by a Company (otherwise than in favour of the Bank) shall be expressed to be subject to the Inter-creditor Deed as defined in the Facility Agreement. The Companies shall subject to the rights of any prior mortgagee deposit with the Bank and the Bank during the continuance of this security shall be entitled to hold all deeds and documents of title relating to the Companies' freehold and leasehold property for the time being and any Company shall if lawful promptly following reasonable demand in writing made to it by the Bank at its own cost execute a valid legal mortgage of any freehold and leasehold properties acquired by it after the date hereof and its fixed plant and machinery thereon to secure the payment and discharge to the Bank of the monies and liabilities hereby secured such legal mortgage to be in such form as the Bank may reasonably require on terms no more onerous than contained herein.

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FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03473878

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 28th APRIL 2000 AND CREATED BY INTERDEPENDENCE GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th MAY 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th MAY 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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

P. Daw