

M**COMPANIES FORM No. 395****Particulars of a mortgage or charge****395**

CHFP042

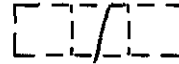
Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering*insert full name
of company**A fee of £10 is payable to Companies House in
respect of each register entry for a mortgage or charge.**

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



4178421

Name of company

* SCRIPTWISE LIMITED

Date of creation of the charge

22 MAY 2001

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

MORTGAGE DEBENTURE

Amount secured by the mortgage or charge

ALL MONIES AND LIABILITIES PRESENT AND FUTURE.

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

THE CO-OPERATIVE BANK P.L.C. SECURITIES CENTRE,
53-59 BLANDFORD SQUARE NEWCASTLE-UPON-TYNE
Postcode NE99 1ANTHE CO-OPERATIVE BANK P.L.C.
SECURITIES CENTRE
53-59 BLANDFORD SQUARE
NEWCASTLE UPON TYNE
NE99 1AN

PA/MCR/SCRIPT

Time critical reference

For official Use
Mortgage Section

Post room

A31
COMPANIES HOUSE0603
25/05/01

Short particulars of all the property mortgaged or charged

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legibly, preferably
in black type, or
bold block lettering

- 1 Legal Mortgage over the freehold and leasehold property of the Company [including the property comprised in title number(s) [] known as [] owned at the date of this Debenture and the proceeds of sale thereof together with all buildings, structures and fixtures from time to time thereon.
2. A Fixed Charge over:-
 - (a) All freehold, leasehold and other immovable property belonging to or charged to the Company and the proceeds of sale thereof together with all buildings, structures and fixtures from time to time thereon.
 - (b) All rights present and future under covenants of title given in relation to the property referred to above ("the Property") and the benefit of all its rights against any lessee, sub lessee, licensee or other occupier (and their guarantors and sureties) of the Property.

Particulars as to commission allowance or discount (note 3)

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

Signed [Signature]

Date 22 May 2001

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

Page 2

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Particulars of a mortgage or charge (continued)

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

Company number

4178421

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

Name of company

SCRIPTWISE LIMITED

Limited*

*delete if
inappropriate

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

**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)

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- (c) All rights present and future under any contract for sale letting or other disposal of the Property and any option to renew any Lease or purchase any reversion (whether freehold or not) in relation to the Property and all rights present and future against persons in connection with any works carried out and/or services and/or goods supplied in the design, constructing, fitting out, repair or replacement of the Property.
- (d) All licences, consents and authorisations (both public and private) present and future.
- (e) All plant, machinery, vehicles, computers and other equipment (unless it forms part of its stock in trade or work in progress) and all rights present and future against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement.
- (f) The Company's goodwill and uncalled capital.
- (g) All stocks, shares and other securities (including debt securities) and interest in any unincorporated business or entity at any time owned by the Company together with all rights and benefits and property in relation thereto.
- (h) All interests in and rights under policies of insurance and assurance belonging to the Company.
- (i) All patents, trade and service marks, brand and trade names, copyrights, design rights, registered designs, trade secrets, know how, inventions, confidential information and other intellectual property rights including the benefit of any pending applications for any of them belonging to the Company including all the Company's rights under any agreements both present and future relating to the use or exploitation of such rights.
- (j) All book and other debts at any time owing to the Company and all other rights and claims against third parties (including deposits and credit balances held by the Bank and third parties) capable of being satisfied by the payment of money at any time belonging to the Company together with the benefit of all related rights and remedies (including equitable rights and rights under guarantees, indemnities, liens and other encumbrances).

3. A Floating Charge over all the Company's undertaking Property and assets whatever and wherever both present and future (including heritable and other property and assets in Scotland).

Pursuant to the Debenture the Company has agreed that it will not, without the prior written consent of the Bank, create or allow to subsist any mortgage, charge, assignment by way of security pledge, lien (save where arising by operation of law in the usual course of business) hypothecation, preferential rights (save as arising under the general law for the protection of certain classes of creditors) or trust or other arrangement made for the purpose of or having an economic or financial effect similar to that of security or other security interest of any kind over any of the assets charged by the Debenture nor attempt or agree to do so and the Company will not sell, transfer, assign, factor, discount or otherwise dispose of any of the assets charged by the Debenture without the prior written consent of the Bank (except of a disposal at market value in the usual course of trading of assets charged by way of Floating Charge only) or attempt to agree to do so.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04178421

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED THE 22nd MAY 2001 AND CREATED BY SCRIPTWISE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CO-OPERATIVE BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 25th MAY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th MAY 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —