

M

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

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

A fee of £13 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)

Name of company

* I-Comply Limited (the "Company")

Date of creation of the charge

30 March 2007

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

Mortgage Debenture dated 30 March 2007 between the Company (1) Moose
Systems Limited (in Administration) (company number 2981238) (the
"Chargee") (2) Michael Christian Kienlen of Armstrong Watson (the
"Administrator") (3) (the "Debenture")

Amount secured by the mortgage or charge

All monies obligations and liabilities present or future actual and/or
contingent which may now or at any time hereafter may be or become due
owing or incurred by the Company to the Chargee in respect of the Deferred
Consideration (Deferred Consideration being as defined in the agreement for
the sale of the business and assets entered into on 30 March 2007 between
(1) the Chargee (2) the Company and (3) the Administrator)

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

Moose Systems Limited
1st Floor Offices, Dragon Bridge House, 253-259 Whitehall Road, Leeds

Postcode LS12 6ER

Presentor's name address and
reference (if any)

Addleshaw Goddard
Sovereign House
Sovereign Street
Leeds
LS1 1HQ

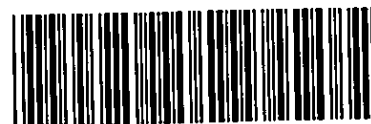
NELSR 324634/4

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

THURSDAY



A32 *A7USOONE* 638
12/04/2007
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 The Company with full title guarantee and to the intent that the security created shall rank as a continuing security charges with the payment or discharge of the Deferred Consideration and any interest accrued thereon (together with all reasonable costs and expenses howsoever incurred by the Chargee in connection with the Debenture on a full indemnity basis)

Please do not write in this margin

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

(a) by way of legal mortgage all the leasehold property now vested in or charged to the Company including (without limitation) any property referred to in the schedule to the Debenture ("Legally Mortgaged Property") and/or the proceeds of sale thereof,

(b) by way of fixed charge all estates or interests in any leasehold property (except the Legally Mortgaged Property) now and at any time during the continuance of this security vested in or charged to the Company ("Equitably Charged Property") and/or the proceeds of sale thereof,

Particulars as to commission allowance or discount (note 3)

N11

Signed Addleshaw Goddard LLP Date 10 April 2007

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [chargee] †

A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Name of company

*insert full name
of Company

* I-Comply Limited (the "Company")

Addendum 1/4

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

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

(c) by way of fixed charge all fixtures and fittings from time to time attached to any freehold and/or leasehold property of the Company,

(d) by way of fixed charge all plant and machinery vehicles computer and office and other equipment both present and future and the full benefit of all warranties and maintenance contracts for any of the same,

(e) by way of fixed charge all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business,

(f) by way of fixed charge all stocks shares and/or other securities now and at any time during the continuance of this security belonging to the Company either in or issued by any of its subsidiary companies or any other company and all dividends and other rights derived from or attaching to the same,

(g) by way of fixed charge all rents now and from time to time receivable from any lease or other occupation rights granted out of any freehold and/or leasehold property of the Company,

(h) by way of fixed charge all book debts and other debts now and from time to time due or owing to the Company and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account nominated by the Administrator,

(i) by way of fixed charge all funds standing to the credit of the Company from time to time on any account with any bank or other financial institution or organisation including all receipts from time to time paid into an account in accordance with the Debenture provided that the Chargee may without prejudice to the Debenture permit the Company to make withdrawals from time to time,

Name of company

*insert full name
of Company

* I-Comply Limited (the "Company")

(j) by way of fixed charge all the goodwill and uncalled capital of the Company present and future,

(k) by way of fixed charge all Intellectual Property Rights choses in action licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Legally Mortgaged Property and/or the Equitably Charged Property ("Intellectual Property Rights" includes (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names), and

(l) by way of floating charge all the undertaking and all property assets and rights of the Company (or which the Company has power to charge) whatsoever and wheresoever present and/or future including those for the time being charged by way of fixed charge pursuant to the foregoing paragraphs if and to the extent that such charges as aforesaid shall fail as fixed charges but without prejudice to any such fixed charges as shall continue to be effective

Notes

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge(s) referred to in the Debenture

The Company covenants that it shall not without the prior consent in writing of the Chargee

(a) create or permit to arise or subsist any mortgage or charge on (or on any part of) the property assets and rights charged by paragraph 1 above, and

(b) dispose of the whole or except in the ordinary course of business any part of the Company's undertaking or any other asset charged by paragraph 1(1) above

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 04316461

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED THE 30th MARCH 2007 AND CREATED BY I-COMPLY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MOOSE SYSTEMS LIMITED UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th APRIL 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th APRIL 2007

Pangels



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES