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COMPANIES FORM No. 410(Scot)

Particulars of a charge created by a company registered in Scotland

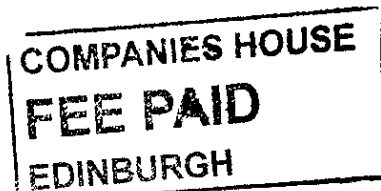
410

CHFP025

Please do not
write in this
margin

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

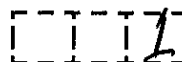
Pursuant to section 410 of the Companies Act 1985



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

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

For official use Company number



SC239943

Name of company

C3 IMAGING (GLASGOW) LIMITED ("COMPANY")

* insert full name
of company

Date of creation of the charge (note 1)

8 JUNE 2004

Description of the instrument (if any) creating or evidencing the charge (note 1)

BOND AND FLOATING CHARGE ("CHARGE")

Amount secured by the charge

All or any monies liabilities and obligations which may at any time (whether before or after demand) be due or owing in whatsoever manner by the companies of The Kelvininside Group ("Group") to IIB Bank Limited, Intercontinental Finance and Ulster Bank Ireland Limited ("Security Beneficiaries"), whether alone or jointly with any other person or persons, company or companies, whether actually or contingently and whether as principal debtor, guarantor, surety or otherwise and whether pursuant to:

1. the facility agreement dated 20 September 2000 as amended and restated by an agreement dated 7 May 2004;
2. the composite guarantee and the insurance assignment both dated 20 September 2000 and any other document entered into in favour of the Security Trustee for all monies and liabilities due, owing or incurred by any member of the Group,

Names and addresses of the persons entitled to the charge

IIB Bank Limited ("IIB"), 10 Pembroke Place, Ballsbridge, Dublin 4, Republic of Ireland
as security trustee for the Security Beneficiaries

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

DLA LLP
India Buildings, Water Street,
LIVERPOOL, L2 0NH

M410C3IMAGING RC/PMC

For official use
Charges Section

Post room



Short particulars of all the property charged.

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write in
this margin

By way of first floating charge, the whole of the Company's undertaking (including uncalled capital) and all its property, rights and assets which are or may from time to time while the charge is in force be comprised in the Company's property and undertaking whatsoever and wheresoever present and future ("Security Assets").

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

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

The Company shall not create, grant or extend or permit to subsist any security interest on any of the security assets having priority over or ranking pari passu with the charge.

"Security Interest" means any standard security, mortgage, pledge, lien, charge, assignment, assignation, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security.

Particulars as to commission, allowance or discount paid (see section 413(3))

NIL

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

Signed DLA LLP Date 23/6/04

On behalf of [company] [chargee] †

Notes

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

5. Cheques and Postal Orders are to be made payable to **Companies House**.

6. The address of the Registrar of Companies is:-

Companies House
37 Castle Terrace
Edinburgh EH1 2EB

† delete as
appropriate

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

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

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

Company Number

SC239943

Name of Company

C3 IMAGING (GLASGOW) LIMITED ("COMPANY")

Limited*

* delete if
inappropriate

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

3. The interest rate hedging agreements entered into with the security beneficiaries or certain of them; and

4. Any documents pursuant to which any group company becomes subject to the provisions of any such document(s) and any other document relating to the facilities which IIB, following consultation with the Group, designates a banking document

(together "Banking Documents")

or otherwise and including without prejudice to the foregoing generality (a) all commission and other charges (b) interest computed day by day at the usual rates charged by the Security Beneficiaries or at other such rate or rates as shall be agreed between the Company and the Security Beneficiaries and (c) all costs, charges and expenses which may be paid or incurred in connection with preparing the charge, any alteration, amendment or variation to the charge, or in registering the same, or in perfecting the charge or in enforcing or obtaining payment of monies thereby secured.

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

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binding margin

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

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binding margin

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bold block lettering

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 239943

I hereby certify that a charge created by

C3 IMAGING (GLASGOW) LIMITED

on 8 JUNE 2004

for securing

ALL SUMS DUE PURSUANT TO THE FACILITY AGREEMENT DATED 20
SEPTEMBER 2000 AND THE COMPOSITE GUARANTEE AND THE INSURAN
ASSIGNMENT DATED 20 SEPTEMBER 2000

in favour of IIB BANK LIMITED

was delivered pursuant to section 410 of the Companies Act, 1985,
on 25 JUNE 2004 given at Companies House, Edinburgh
29 JUNE 2004



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



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

REGISTER

OF

Charges

Alteration to Charges

Memoranda of Satisfaction

AND

Appointments and Cessations

of Receivers

OF

C3 IMAGING (GLASGOW) LIMITED

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

REGISTER of Charges, Alterations to Charges,

COMPANY: SC239943 CHARGE: 1

(1) Date of Registration	(2) Serial Number of Document on File	(3) Date of Creation of each Charge and Description thereof	(4) Date of the aquisition of the Property	(5) Amount secured by the Charge £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
25/06/2004		8/ 6/04 BOND & FLOATING CHARGE		ALL SUMS DUE PURSUANT TO THE FACILITY AGREEMENT DATED 20 SEPTEMBER 2000 AND THE COMPOSITE GUARANTEE AND THE INSURANCE ASSIGNMENT DATED 20 SEPTEMBER 2000	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	IIB BANK LIMITED

Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC239943 CHARGE: 1

(8)	(9)	(10)	(11)	(12)		
In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with the floating charge.	In the case of a floating charge, a statement of the provisions if any regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property the subject of the floating charge or any part of it.	Amount or rate per cent of the Commission Allowance or discount	Memoranda of Satisfaction	Receiver		
				Name	Date of Appointment	Date of Ceasing to act
COMPANY ARE EXPRESSLY PROHIBITED FROM CREATING SUBSEQUENT FIXED SECURITY HAVING PRIORITY OVER OR RANKING EQUALLY WITH THE FLOATING CHARGE						