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COMPANIES FORM No. 395

Particulars of a charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use Company number

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

38

2218061

Name of company

IMAGEBASE TECHNOLOGY ✓

Limited

Date of creation of the charge

20TH AUGUST 1996 ✓

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

DEED OF CHARGE OVER CREDIT BALANCES

Amount secured by the mortgage or charge

All monies now due or hereafter to become due or from time to time accruing due from the Company to the Bank upon any account and in any manner whatsoever.

Short particulars of all the property mortgaged or charged

The Attached Schedule contains certain covenants by and restrictions on the Chargor which protect and further define the Charge and which must be read as forming part of the Security.

PLEASE SEE OVERLEAF AND CONTINUATION SHEET

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

BARCLAYS BANK PLC

54 LOMBARD STREET
LONDON EC3P 3AH

Presentor's name, address and
reference (*if any*): 20 - 05 75

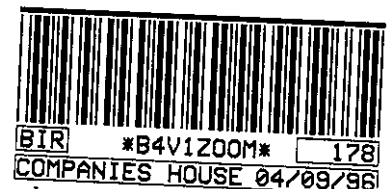
BARCLAYS SECURITIES CENTRE
P.O. BOX 299
BIRMINGHAM
B1 3PF

For official use

Mortgage section

Post room

Time critical reference



Particulars as to commission, allowance or discount

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write in this
margin

FOR BARCLAYS BANK PLC

- 3 SEP 1998

Signed

Date

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

Designation of position in relation to the company: **MANAGER**
BARCLAYS SECURITIES CENTRE

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

THE CHARGE CREATES A FIXED CHARGE OVER ALL THE "DEPOSIT(S)" REFERRED TO IN THE SCHEDULE (INCLUDING ALL OR ANY PART OF THE MONEY PAYABLE PURSUANT TO SUCH DEPOSIT(S) AND THE DEBTS REPRESENTED THEREBY), TOGETHER WITH ALL INTEREST FROM TIME TO TIME ACCRUING THEREON. IT ALSO CREATES AN ASSIGNMENT BY THE CHARGOR, FOR THE PURPOSES OF AND TO GIVE EFFECT TO THE SECURITY, OVER THE RIGHT OF THE CHARGOR TO REQUIRE REPAYMENT OF SUCH DEPOSIT(S) AND INTEREST THEREON.

SCHEDULE

DETAILS OF THE CHARGED DEPOSIT(S)

IN THE SECURITY THE EXPRESSION "DEPOSIT(S)" IS DEFINED TO MEAN ALL SUMS OF MONEY IN ANY CURRENCY:

- (A) DEPOSITED OR PAID BY THE CHARGOR NOW OR AT ANY TIME AFTER THE DATE OF THE CHARGE TO THE CREDIT OF THE ACCOUNT(S) WITH THE BANK SPECIFIED BELOW AND/OR (WHERE THE CONTEXT PERMITS) ANY ADDITIONAL AND/OR SUBSTITUTE ACCOUNT(S) HEREAFTER OPENED WITH THE BANK FOR THE DEPOSIT OR HOLDING OF ALL OR PART OF THE MONEY OR INTEREST SUBJECT TO THE SECURITY; AND
- (B) DEPOSITED OR PAID BY THE CHARGOR WITH OR TO THE BANK OR HELD BY THE BANK ON BEHALF OF THE CHARGOR (WHETHER IN AN ACCOUNT OR OTHERWISE) NOW OR AT ANY TIME DURING THE CURRENCY OF THE SECURITY, UNLESS THE BANK AGREES IN WRITING BEFORE SUCH DEPOSIT OR PAYMENT IS MADE THAT IT SHALL NOT BE SUBJECT TO THE SECURITY (PROVIDED THAT THIS PARAGRAPH SHALL NOT EXTEND TO ANY MONEY IN ANY CURRENT ACCOUNT); AND
- (C) REPRESENTING THE RENEWAL OR REPLACEMENT OF OR FOR ANY SUMS DEPOSITED OR PAID OR HELD AS SET OUT IN THE FOREGOING PARAGRAPH(S).

DETAILS OF CHARGED ACCOUNT(S)

BARCLAYS BANK PLC RE IMAGEBASE TECHNOLOGY LIMITED
BUSINESS PREMIUM ACCOUNT
NUMBER 00759473

CONTINUED

PARTICULARS OF A CHARGE (CONTINUED)

NAME OF COMPANY:

COMPANY NUMBER:

IMAGEBASE TECHNOLOGY LIMITED

2218061

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED
CONT.Covenants and Restrictions

The Chargor has agreed, under Clause 3 of the Security, that during the currency of the Security and notwithstanding any term (express or implied) pursuant to which any of the Deposit(s) is or may be deposited with the Bank or paid to it or held by it, such Deposit(s) shall only be repayable upon written request or demand and the Chargor shall not be entitled to make any request or demand upon the Bank for repayment of such Deposit(s) or for payment of interest thereon, unless the Bank shall first have agreed to release the Security insofar as it concerns such Deposit(s).

The Chargor is prohibited by Clause 6 of the Security from assigning, transferring, charging or otherwise alienating, dealing with or encumbering any or all money or interest subject to the Security or its right, title or interest therein, or agreeing so to do.

Without prejudice to the Bank's other rights and as a separate and independent stipulation, the Chargor has agreed, under Clause 9 of the Security, that the Bank may at any time or times without notice to the Chargor combine or consolidate any or all sums of money (or part(s) thereof) now standing or after the date of the Charge from time to time standing to its credit upon current account, deposit account or any other account or otherwise in whatever currency in any part of the world (whether opened with the Bank or opened by it on behalf of the Chargor with some third party and whether opened in the Chargor's name or in the Bank's name or otherwise) with all or such part of the Secured Sums as the Bank may determine (whether presently payable or not).

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02218061

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE OVER CREDIT BALANCES DATED THE 20th AUGUST 1996 AND CREATED BY IMAGEBASE TECHNOLOGY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th SEPTEMBER 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th SEPTEMBER 1996.

J. Cambourne

J. CAMBOURNE

for the Registrar of Companies



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

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