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Companies Form No.395

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

ACCOUNT 21 AUG 2001 RECEIVED

395

Pursuant to section 395 of the Companies Act 1985

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

For official use 4

Company number 2690873

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

Name of company

*insert full name of company

* SYNTAX INTEGRATION LTD

(the "Company")

Date of creation of the charge

16 AUGUST 2001

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

Debenture Deed (the "Debenture")

Amount secured by the mortgage or charge

(1) All money and liabilities whether actual or contingent (including further advances made after the date of the Debenture by the Bank and secured directly or indirectly by the Debenture) which then were or at any time thereafter might be due, owing or incurred by the Company to the Bank anywhere or for which the Company might be or become liable to the Bank in any manner whatsoever without limitation (and whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same might at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law);

(a) interest to the date of payment at such rate or rates as from time to time might be agreed between the Bank and the Company, or in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select;

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

Lloyds TSB Bank plc

Lloyds TSB Bank plc **Department No.9781** Horley Securities O.S.C. (the "Bank")

~~PO Box 184, 13, High Street, Horley, Surrey, RH6 7YA~~

Postcode

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

C-MB-31299-IKT

HORLEY SECURITIES O.S.C.
LLOYDS TSB BANK PLC
DX 96750
HORLEY

For official Use
Mortgage Section

M

AL7CI3ED
A01 0387
COMPANIES HOUSE 21/08/01

Time critical reference

Short particulars of all the property mortgaged or charged

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First: The freehold and leasehold property (if any) of the Company both present and future including (without prejudice to the generality of the foregoing) the properties (if any) specified in the Schedule referred to in the Debenture (and, where any such property is leasehold, any present or future right or interest conferred upon the Company in relation thereto by virtue of any Enfranchising Legislation (as defined in the Debenture) (including any rights arising as against any nominee purchaser pursuant thereto)) and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all liens, mortgages, charges, options agreements and rights, titles and interests (whether legal or equitable) of the Company in or over land or the proceeds of sale thereof of whatever description both present and future and all the right, title and interest of the Company in any such plant and machinery from time to time hired, leased or rented by the Company from third parties or acquired by the Company from third parties on a hire instalment or conditional purchase basis including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments.

Secondly: All book debts present and future due or owing to the Company or in which the Company is legally, beneficially or otherwise interested (and the proceeds thereof) and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and similar and associated rights.

Thirdly: All other debts, claims, rights and choses in action both present and future of the Company or in which the Commune is legally, beneficially or otherwise interested (and the proceeds thereof) including (without prejudice to the generality of the foregoing):

(a) deposits and credit balances held by the Company with the Bank or any third party from time to time both present and future (including things in action which give rise or may give rise to a debt or debts) owing to the Company (and the proceeds thereof);

(b) any amounts owing to the Company by way of rent, licence fee, service charge or dilapidations by any tenant or licensee (in each case whether present or future) of any freehold or leasehold property from time to time forming part of the Charged Property and any ground rents and rent charges, rent deposits and purchase deposits owing to the Company (and, in each case, the proceeds thereof);

(c) without prejudice to (d) below, any amounts owing or which may become owing to the Company under any building, construction or development contract or by virtue of the Company's rights under any retention or other trusts, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof);

Particulars as to commission, allowance or discount (note 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 [signature] Date 20·8·01

On behalf of [xxxxxx][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 CF14 3UZ

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shall not be prohibited by this covenant from agreeing to any such variation or giving any such licence or consent if to do so would not materially and adversely affect the value to the Bank for security purposes of such Instalment Credit Agreement or such security or guarantee and if to do so would not affect the validity or enforceability of such Instalment Credit Agreement or such security or guarantee; or

(f) enter into any agreement with a financier, provider of money, creditor or any other party whatsoever (hereinafter called the "Financier") which has the economic effect of, or an economic effect similar to that of, providing security in respect of or in connection with the provision of finance or credit by the Financier and which involves or may involve one or more of the following:

(i) sales, agreements for sale or transfers of any property or rights whatsoever to the Financier; and/or

(ii) sales, agreements for sale or transfers actually or potentially on behalf of the Financier to any third party whatsoever; and/or

(iii) the grant or possible grant of authority by the Financier for sales, agreements for sale or transfers of the nature set out in (ii) above.

By sub-clause 5.7(a) of the Debenture, the Company covenanted that it would pay into its account or accounts with the Bank all the proceeds which it might receive of the book and other debts, monetary claims and choses in action forming part of the Charged Property and the Company declared that all proceeds received or obtained by the Company or on the Company's behalf but which were not so paid or transferred into that account or accounts should be received and held by the Company on trust for the Bank.

Amount due or owing on the mortgage or charge (Continued)

(b) **commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Debenture (including any acts necessary to release the Charged Property (as defined in the Debenture) from the security) or in enforcing the security thereby created on a full and unqualified indemnity basis; and**

(c) **any fees charged by the Bank for the time being spent by the Bank's officials, employees or agents in dealing with any matter relating to the Debenture. Such fees shall be payable at such rate as may be specified by the Bank.**

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(d) without prejudice to (e) below, all rights (and the proceeds of such rights) present or future, actual or contingent arising under or in connection with any contract whatsoever in which the Company has any right, title or interest (including, without limitation, all policies and contracts of insurance and assurance);

(e) any amounts owing or which may become owing to the Company by way of damages, compensation or otherwise under any judgment or order of any competent authority howsoever arising or by way of settlement or compromise of any legal proceedings; and

(f) the benefit of all rights relating to such debts, claims, rights and choses in action including (without prejudice to the generality of the foregoing) such rights as are secondly described above.

Fourthly: Where the Company for the time being carries on any business compromising or relating to the provision of credit (as defined by section 9 Consumer Credit Act 1974) or any business comprising or relating to the bailment or (in Scotland) the hiring of goods:

(a) the full benefit of and all rights under all agreements then or thereafter entered into by the Company under which the Company has provided or agreed to provide credit (as so defined) to any person of any amount and all agreements then or thereafter entered into by any person other than the Company under which credit (as so defined) is provided or agreed to be provided and the benefit of which is assigned to or otherwise vested in the Company (all agreements described in this paragraph (a) being hereafter referred to as the "Credit Agreements"), including all moneys payable under or in respect of the Credit Agreements;

(b) the full benefit of and all rights under all agreements (not being Credit Agreements) then or thereafter entered into by the Company for the bailment or (in Scotland) the hiring of goods to any person and all agreements (not being Credit Agreements) then or thereafter entered into by any person other than the Company for such bailment or (in Scotland) hiring the benefit of which is assigned to or otherwise vested in the Company (all agreements described in this paragraph (b) being hereinafter referred to as the "Hiring Agreements") including all moneys payable under or in respect of the Hiring Agreements;

(c) the full benefit of and all rights relating to the Credit Agreements and the Hiring Agreements (hereinafter together called the "Instalment Credit Agreements") including all legal and equitable charges and other securities and guarantees and the other rights and remedies expressly or impliedly reserved by the Instalment Credit Agreements and by such securities and guarantees;

(d) the Company's present and future rights and interests (if any) in and to any chattels comprised in the Instalment Credit Agreements or securities and guarantees provided in relation thereto including (without prejudice to the generality of the foregoing) any right to damages relating thereto and the benefit of any warranties given in respect thereof insofar as the property or any interest in such chattels remains vested in the Company; and

(e) the full benefit of the Company's rights and interests (if any) in and to all insurance effected by the Company or by any other person of any chattels comprised in any Instalment Credit Agreements or any security or guarantee provided in relation thereto.

Fifthly: (a) All stocks, shares, bonds, certificates of deposit, depositary receipts, derivatives (including any currency or currency unit, interest rate or commodity hedging arrangement), securities and other interests and rights which then were or might at any time thereafter be owned by the Company or in which the Company might be legally, beneficially or otherwise interested (and whether held in certificated form or in uncertificated form by a member (whether the Company itself or a third party) of CREST or any other similar system) including without limitation:

(i) loan capital, indebtedness or liabilities on any account or in any manner owing to the Company both present and future in (or from) any company which then was or might thereafter become a subsidiary (as defined in section 736 Companies Act 1985) of the Company;

(ii) the full benefit of all stocks, shares, certificates of deposit, depositary receipts and securities which or the certificates for which then were or might at any time thereafter be lodged by the Company or on its behalf with the Bank or held by the Bank or its agents or transferred to or registered in the name of the Bank or its agents or their respective nominees or held by any party other than the Company for or to the order of the Bank at the request of or by arrangement with the Company

(iii) all property and rights of the Company in respect of any account which then was or might at any time thereafter be held by or for the Company as participant or as beneficiary of a nominee or trustee participant with any clearance or settlement system or depositary or custodian or sub-custodian or broker (in each case, whether in the UK or elsewhere) relating to stocks, shares, certificates of deposit, depositary receipts, securities or other interests or rights whatsoever without limitation;

(b) all rights in respect of or incidental to the Charged Property described at (a) above, (the Charged Property (a) and (b) thereby fifthly charged being hereinafter called the "Securities"); and

(c) all stocks, shares, securities, rights, moneys or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise to or in respect of any of the Securities including all dividends, interest and other income payable in connection therewith.

(The Charged Property (a) to (c) thereby fifthly charged being hereinafter called "Interests in Securities").

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Sixthly: (a) All present and future copyrights, patents, designs, trademarks, service marks, brand names, inventions, design rights, know-how, formulas, confidential information, trade secrets, computer software programmes, computer systems and all other intellectual property rights whatsoever without any limitation, whether registered or unregistered in all or any part of the world in which the Company is legally, beneficially or otherwise interested;

(b) the benefit of any pending applications for the same and all benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom and all licences in respect of or relating to any intellectual property rights, whether such licences are granted to the Company or granted by the Company; and

(c) every item of physical material of any description or type whatever in or in respect of which intellectual property rights may subsist and in respect of each such item the original copy or version or variant owned by, produced by or delivered to or obtained by the Company and any rejected and surplus materials associated or connected with or forming part of the foregoing which shall include, without limitation any and all materials and translations thereof, log books, designs, sketches, algorithms, calculations, diagrams, computations, source codes, models, prototypes, apparatus, computer programmes, photographs, books and other records in any medium, electronic data and any other material of any description whatever in which intellectual property may be incorporated (the Charged Property thereby sixthly charged being hereinafter called "Intellectual Property Rights").

Seventhly: The goodwill and the uncalled capital of the Company both present and future.

Eighthly: All other plant and machinery, fittings and equipment (not in any such case being the Company's stock-in-trade or work in progress) then or at any time thereafter belonging to the Company or in which the Company is legally, beneficially or otherwise interested, wherever situated and whether or not affixed to any freehold or leasehold property of the Company.

Ninthly: All the rights, interests and benefits of the Company under any present or future hire-purchase, conditional sale, credit sale, leasing or rental agreement to which the Company is a party in the capacity of hirer, purchaser or lessee including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments.

Tenthly: The undertaking and all property and assets of the Company both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and the Charged Property first, secondly, thirdly, fourthly, fifthly, sixthly, seventhly, eighthly and ninthly described (if and insofar as the charges thereon or on any part or parts thereof contained in the Debenture should for any reason be ineffective as fixed charges).

The expression "Charged Property" means the undertaking, assets, properties, revenues, rights and benefits first, secondly, thirdly, fourthly, fifthly, sixthly, seventhly, eighthly, ninthly and tenthly described above and references to the "Charged Property" include references to any part of it.

The charges created by the Debenture are as regards the Charged Property first, secondly, thirdly, fourthly, fifthly, sixthly, seventhly, eighthly and ninthly described first fixed charges (and as regards all those parts of the Charged Property first described then vested in the Company constitute a charge by way of legal mortgage thereon) and as regards the Charged Property tenthly described the charge so created is a first floating charge.

The Company may not without the consent in writing of the Bank:

(a) (except as expressly provided for in the Debenture) sell, assign, licence, sub-licence, discount, factor or otherwise dispose of, or deal in any other way with, the Charged Property (other than the Charged Property tenthly described) provided that for the avoidance of doubt this sub-clause shall not prevent the Company without such consent collecting proceeds of the book and other debts, monetary claims and choses in action forming part of the Charged Property in the ordinary course of the Company's business and paying the same into the Company's account(s) with the Bank in accordance with sub-clause 5.7(a) of the Debenture and provided further that where the Bank makes a payment at the request of the Company which is debited to any account with the Bank which is for the time being in credit, the Bank shall be taken to have given any necessary consent for the purposes of this clause to such payment unless such payment was made as a result of some mistake of fact on the part of the Bank;

(b) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever upon the Charged Property except a lien arising by operation of law in the ordinary course of the Company' business as conducted during the 12 months preceding the date when the lien first came into existence;

(c) enter into any contractual or other agreement or arrangement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by (b) immediately above;

(d) transfer, sell or otherwise dispose of the whole or any material part of the Charged Property tenthly described whether by a single transaction or a number of transactions whether related or not except by way of sale at full value in the usual course of trading as transacted at the date of the Debenture;

(e) vary or purport to vary any Instalment Credit Agreement or any security or guarantee provided in relation thereto or give any consents or licences under the terms of any Instalment Credit Agreement or any security or guarantee provided in relation thereto provided that the Company

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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. 02690873

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DEED DATED THE 16th AUGUST 2001 AND CREATED BY SYNTAX INTEGRATION LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21st AUGUST 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd AUGUST 2001.

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Companies House
— for the record —

HC026B