



**Short particulars of all the property mortgaged or charged**

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 property (if any) specified in the Schedule to the Debenture and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all vendor's legal mortgage charges, options, agreements and rights titles and interests (whether legal or equitable) in or over lands of whatever description both present and future.

Secondly - All bank debts both present and future due or owing to the Company 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 retaining and unpaid vendor's bills and similar and associated rights.

Thirdly - All other monetary debts and claims (including without limitation deposits and credit balances held by third parties from time to time) both present and future (including things in action which give rise may give rise to a debt or debts) due or owing to the Company and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) such rights as aforesaid and all copyrights, patents, trademarks, inventions, designs, rights knowhow and other intellectual property rights and the benefit of any pending applications for the same and all documents involving therefrom including but not limited to royalties, fees, profit sharing agreements and licenses and also therefrom now or at any time hereafter belonging to the Company.

Fourthly - (i) All stocks and shares and other intangibles including (without prejudice to the generality of the foregoing) loan capital, indebtedness or liabilities on any account or in any manner owing to the Company both present and future of the Company (and firms) any company which then was or might thereafter become a subsidiary (as defined in Section 736 of the Companies Act 1985) or any statutory modification or re-enactment thereof) of the Company; and  
 (ii) the full benefit of all stocks, shares and securities which are the certificates of which were then or right at any time thereafter issued with the book or held by the Bank or its agent or transferred to or registered in the name of the Bank or its agents or their respective nominees; and  
 (iii) all rights in respect of or incidental to the Charged Property described in (i) and (ii) above; and  
 (iv) all stored share rights, money or property accruing or arising at any time by way of conversion and redemption bonus, preference option or otherwise in or in respect of any of the securities including all dividends, interest and other amounts payable in connection therewith; (v) of such Charged Property (v) to (iv) fourthly described and hereinafter called "Intangibles in Schedule 1";

Fifthly - The goodwill and the nominal capital of the Company both present and future.

Sixthly - The undertaking and all property and assets of the Company both present and future including (without prejudice to the generality of the foregoing) intellectual property and all other property and assets in Scotland and the charged property being generally wholly, partly and partially described (i) and in so far as the charges thereon or on any part of (ii) to (v) thereof therein contained should for any reason be ineffective or as valid charges).

The charges created by the Debenture can as regards the Charged Property first, secondly, and thirdly described (i) to (v) first charge and as regards all other parts of the Charged Property first, secondly and thirdly described then vested in the Company constitute a charge by way of legal mortgage (charge) and as regards all Charged Property secondly and thirdly described shall constitute first fixed charges by assignment subject to reassignment on redemption and as do the charged property thirdly described the charge so created is a floating charge.

The Company may not without the consent in writing of the Banks

(i) sell, assign, discount, factor, charge or otherwise dispose of the Charged Property secondly or thirdly described or any part thereof save in accordance with Clause 9(2) of the Debenture and on terms or deal with the same in any way otherwise than in accordance with the said subsection  
 (ii) create or allow to subsist any separate (or other) mortgage, debenture or charge on those lands or buildings existing by operation of law in the ordinary course of business upon the charged property ranking either in priority to or pari passu with any charge thereto attached  
 (iii) transfer, sell or otherwise dispose of the whole or any material part of the Charged Property thirdly described except by way of sale at full value in the usual course of trading as transacted at the date of the Debenture.

By Clause 9(2) of the Debenture the Company covenants that it will pay into the account of Second  
 with the Bank all moneys which it might receive in respect of the book and other debts and claims mortgaged (by way of assignment) or charged by it or in respect of the Intangibles in Schedule 1;

Please do not write in this binding margin

V

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

**Particulars as to commission, allowance or discount (note 3)**

NIL

Date 20/03/

to delete as appropriate

Signed

LLOYD'S BANK PLC

On behalf of [company] (mortgagor/chargee)

**Notes**

- 1 The original instrument (if any) creating or evidencing the charge, together with those 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.



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 26th January 1989  
and created by DRUID SYSTEMS LIMITED

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to Lloyds Bank PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1906, on the 10th February 1989

Given under my hand at the Companies Registration Office,  
Cardiff the 20 FEB 1989

No. 2115949

Certificate and instrument received by  
..... CIC .....

Date ... 23/2/89 ... NG....

*R. M. Groves*  
R. M. GROVES  
an authorised officer