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* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

ACCOUNT

395

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

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

For official use Company number

Name of company

689

2750449

* FUJITSU SERVICES (FLEXIBLE FINANCE) LIMITED ("the Company")

Date of creation of the charge

20th March 2003

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

A Supplemental Charge dated 20th March 2003 between (1) the Company and
(2) Barclays Technology Finance Limited ("Barclays") supplemental to the
terms of a Master Security Agreement dated 24/07/01.

Amount secured by the mortgage or charge

The Liabilities being all obligations of the Company to Barclays to pay
money whether actual or contingent and whether by way of principal,
interest or otherwise which are now or at any time hereafter may become
due or owing by the Company to Barclays under a Loan Agreement dated
26/3/99 between (1) Barclays as Lender and (2) the Company as Borrower, as
the same may be amended, modified or supplemented from time to time, or
any other agreement or arrangement whatsoever for the time being or which
may be in the future entered into between the Company and Barclays.

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

Barclays Technology Finance Limited
Churchill Plaza, Churchill Way
Basingstoke, Hampshire

Postcode

RG21 7GP

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

Barclays Technology
Finance Limited
The Matrix Building
9 Aldgate High Street
London
EC3N 1AH
Att: S J Yardley

Time critical reference
FFL/200439/L

For official use
Mortgage section

Post room

A21
COMPANIES HOUSE0401
25/03/03

Short particulars of all the property mortgaged or charged

The Company as continuing security for all Liabilities with full title guarantee :

(a) assigns and agrees to assign absolutely to Barclays all of its present and future right, title, benefit and interest actual or contingent, in and to:

(i) all moneys whatsoever (including, without limitation, all rents, supplemental rents, hire sums payable on termination, rebates of rental or hire, sales agency fees or commission, casualty value, costs, damages and indemnity payments) now or at any time payable to the Company under the Customer Agreements specified in Schedule III below, Customer Security Agreements specified in Schedule IV below, Agency Agreement's specified in Schedule I below, Head Leases specified in Schedule II below or Management Agreements specified in Schedule V excluding :

(A) Any monies paid by way of VAT where the obligations to account to HM Customs and Excise or any other relevant authority for the VAT in question remains within the VAT group of which the Company is a member.

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

Particulars as to commission allowance or discount (note 3)

Signed

Date 20th March 2003

On behalf of [company] [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 CF4 3UZ.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Forms Nos 395 and 410 (Scot)

Company number

2750449

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Name of company

FUJITSU SERVICES (FLEXIBLE FINANCE) LIMITED ("the Company")

Limited*

*Delete if
inappropriate

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

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

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Please do not write Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)
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Short particulars of all the property mortgaged or charged (continued)

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(B) any monies representing Customer Default Interest, being default interest payable by a Customer under a Customer Agreement, on amounts attributable to any such VAT as is referred to in (A) above;

(C) any monies attributable to increases in the amount of any Periodic Payments as a result of the implementation of any Tax Variation Clause; and

(D) any indemnity payment made by a Customer under or in relation to any Customer Agreement in respect of loss, damage or liabilities suffered or sustained by the Company or any member of the ICL Group;

(ii) all other rights accruing to the Customer under any Customer Agreement(s), Customer Security Agreement(s), Agency Agreement(s), Management Agreement(s) or Head Lease(s);

(iii) all moneys and other rights in respect of the Insurances, being any and all contracts or policies of insurance required to be effected and maintained in respect of any Product pursuant to the terms of a Customer Agreement or the Loan Agreement which are from time to time taken out or effected and all benefits thereof (including without limitation all claims of whatsoever nature and return or premiums); and

(iv) each Charged Account, being an account in the name of the Company into which any sum as is referred to in (a)(i) and (a)(iii) above shall from time to time be paid by the Trustee (as defined below) as Trustee for (inter alia) Barclays details of the first such account in respect of any transaction being specified in Part VI below and shall include any renewal replacement, renumbering of the rearrangement of such account, and all sums from time to time standing to the credit thereof.

(b) charges by way of floating charge all of its right, title, benefit and interest in all to all its Property, whatever and whenever, present and future, provided however that this floating charge shall stand postponed in terms of security to and all in respects rank behind any other mortgage or charge now or hereafter created by the Company over all of any of its property except floating charges created in substantially the same forms as this one with which it shall rank *pari passu*.

The Company covenants with Barclays that, save as otherwise permitted in the Master Security Agreement, during the Security Period it will not without the prior consent in writing of Barclays (without prejudice to the right of the Company to create further floating charges substantially on the same terms as the charge described above) assign, transfer, surrender, charge, pledge, mortgage, encumber, sell or otherwise dispose of the Charged Assets (being those assets described in (a)), or any interest in them or agree or purport to do any such thing to or in favour of any person other than Barclays.

(UNLESS SPECIFIED OTHERWISE, ALL DEFINITIONS USED ABOVE SHALL HAVE THE MEANINGS CONTRIBUTED TO THEM IN THE MASTER SECURITY AGREEMENT AND AS SET OUT IN THE FORM 395 FILED IN RESPECT THEREOF.)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Forms Nos 395 and 410 (Scot)

Company number

2750449

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Name of company

FUJITSU SERVICES (FLEXIBLE FINANCE) LIMITED ("the Company")

Limited*

*Delete if
inappropriate

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

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

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

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PART I

Details of Agency Agreement

<u>Date</u>	<u>Parties</u>
9 December 1993	Fujitsu Services (Flexible Finance) Limited and Fujitsu Services Limited

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PART II

Details of Head Lease Agreement

<u>Schedule Date</u>	<u>Schedule No</u>	<u>Lessor</u>	<u>Lessee</u>
20 March 2003	200439	Fujitsu Services Limited	Fujitsu Services (Flexible Finance) Limited

PART III

Details of Customer Agreement(s)

<u>Name of Customer</u>	<u>BSFL Reference No.</u>	<u>FSL Reference No.(s)</u>
Stockton-on-Tees BC	FFL/200439/L	C324/000161

PART IV

Details of Customer Security Agreement(s)

Date of Security	Customer Agreement Ref. to which Security Relates	Name of Provider of Security	Description of Security	Ref.No.
		N/A		

PART V

Details of Master Management Agreement(s)

<u>Date</u>	<u>Parties</u>
9 December 1993	Fujitsu Services (Flexible Finance) Limited and Dresdner Kleinwort Wasserstein Limited as amended by a Contract and Amendment Deed dated 10th December 2002 The Lenders
24 July 2001	By Accession Agreement, Barclays Technology Finance Ltd

PART VI

Details of Charged Account

Account No.: 70858986 with Barclays Bank plc, 54 Lombard Street, London EC3P 3AH (Fujitsu Services (Flexible Finance) Limited - Barclays Technology Finance Ltd Account)

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02750449

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL CHARGE TO THE TERMS OF A MASTER SECURITY AGREEMENT DATED 24/07/01 DATED THE 20th MARCH 2003 AND CREATED BY FUJITSU SERVICES (FLEXIBLE FINANCE) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS TECHNOLOGY FINANCE 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 25th MARCH 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th MARCH 2003.

P. Vernon



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES