

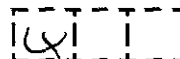
**Particulars of a mortgage or charge****395****A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.**

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



03152569

Name of company

\* Firstnet Service Limited (the "Tenant")

Date of creation of the charge

7 March 2003

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

Rent Deposit Deed dated 7 March 2003 between Cheshire County Council (the "Landlord") (1) and the Tenant (2) in relation to Unit 5 Tristram Centre, Brown Lane, West Gelderd Road, Leeds.

Amount secured by the mortgage or charge

Please see attached schedule.

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

Cheshire County Council  
County Hall  
Chester

Postcode CH1 1SF

Presentor's name address and  
reference (if any):Lovells  
Atlantic House  
Holborn Viaduct  
London  
EC1A 2FG

P1PAT/AH/JAN/H0618/00957

Time critical reference

For official Use  
Mortgage Section

Post room

LD5  
COMPANIES HOUSE0270  
18/03/03

The Tenant's interest in the sum equal to £48,175.00 to be paid into a separate deposit account with NatWest plc in the Landlord's name on which the Landlord shall have sole drawing powers.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

*Love*

Date

17<sup>th</sup> March 2003

On behalf of ~~[company]~~ ~~[mortgagee/chargee]~~

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

† 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

## **SCHEDULE TO M395 FOR FIRSTNET SERVICES LIMITED**

### **Part I Definitions**

<b>Deposit</b>	means the sums held in the Deposit Account under the terms of the Rent Deposit Deed from time to time;
<b>Deposit Account</b>	a separate deposit account with NatWest plc designated "Cheshire County Council re Firstnet Services Limited" on which the Landlord shall have sole drawing powers as security for the observance and performance by the Tenant of the covenants conditions and obligations on the lessees part contained or referred to in the Lease;
<b>Lease</b>	a lease dated 21 December 2003 and made between the Landlord and 186K Limited (the " <b>Lessee</b> ") of premises known as Unit 5, The Tristram Centre Leeds (the " <b>Premises</b> ");

### **Part II Amount secured by Mortgage or Charge**

The Landlord shall be entitled (but without being under any obligation to do so and without prejudice to any rights of the Landlord under the Lease) to withdraw from the Deposit including any interest earned thereon and not paid to the Tenant under clause 7 such amounts as may be necessary from time to time:

- (a) to make good any non-payment of rent or other moneys (including interest) and/or any value added tax payable by the Tenant thereon due to the Landlord under the Lease (whether or not any formal demand for such rent or other monies as aforesaid has been made);
- (b) to make good any loss or damage suffered by the Landlord in consequence of any breach of any of the other covenants on the part of the Tenant or conditions contained in the Lease;
- (c) to make good any loss or damage suffered by the Landlord in consequence of either the forfeiture of the Lease or the Lease being disclaimed or otherwise terminated by virtue of the bankruptcy or liquidation of the Tenant including (but without prejudice to the generality of the foregoing):
  - (i) any loss or damage for which the Lessor may prove in either the winding up of the Tenant pursuant to section 178(6) Insolvency Act 1986 or the bankruptcy of the Tenant (as the case may be);

- (ii) any loss of rental income incurred by the Landlord as a result of the Premises being unlet after any such forfeiture disclaimer or termination (at the rate previously payable by the Tenant); and
- (d) in or towards the payment of all legal and other costs charges and expenses and all value added tax thereon incurred by the Landlord in relation to any non-payment of any such rent or other monies breach of covenant or any such loss or damage as aforesaid.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03152569

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A RENT DEPOSIT DEED DATED THE 7th MARCH 2003 AND CREATED BY FIRSTNET SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CHESHIRE COUNTY COUNCIL 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 18th MARCH 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st MARCH 2003.

*Do  
go*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —