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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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Pursuant to section 395 of the Companies Act 1985

CHA 116

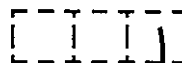
Please complete
legibly, preferably
in black type, or
bold block lettering

* insert full name
of company

To the Registrar of Companies

For official use

Company number



3241233

Name of company

* ECD (Cookham Wood) Limited ("the Company")

Date of creation of the charge

3rd March 1997

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

Deed of Fixed Charge entered into between the Company and Her Majesty's Principal Secretary of State for the Home Department ("the Authority")

Amount secured by the mortgage or charge

^{Charge}
The obligation of the Company owed to the Authority under or pursuant to Clause 17.2 of the agreement dated 3rd March 1997, ^{between the Authority and the Company} relating to the design, construction, management and financing of a custodial service at Cookham Wood, Kent ("the DCMF Contract") to transfer title to the Equipment (defined below) upon termination of the DCMF Contract together with any damages payable by the Company to the Authority by reason of a failure to comply with Clause 17.2 of the DCMF Contract ("Secured Obligations").

"Equipment" means all the property referred to in Schedule B of the DCMF Contract and all the plant, machinery and other equipment referred to in Schedule A of the DCMF Contract, and any replacements thereof supplied by the Company in accordance with Clause 17.1 of the DCMF Contract, and references to the Equipment include references to any part of it.

(continued on Continuation sheet No 1)

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

Her Majesty's Principal Secretary of State for the Home Department (including his successors or assigns or the person deriving title through or under him in whole or in part and whether at law or in equity), Home Office, 50 Queen Anne's Gate, London SW1H 9AT

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

Denton Hall
5 Chancery Lane, Cliffords
Inn, London, EC4A 1BU

Ref: EMM

Time critical reference

For official use
Mortgage Section

Post room



A28 *AKYPGTTJ* 424
COMPANIES HOUSE 08/03/97

All the Company's right, title and interest (present and future) to and in the Equipment (defined above) by way of first fixed charge, but so that the covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 ("the LP(MP) Act") in the mortgage and charge contained in or created pursuant to this Deed (defined above), are construed with the omission of:

(A) the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about" in section 3(1) LP(MP) Act; and

(B) section 6(2) LP(MP) Act.

References to any statute or other legislative provision shall include any statutory or legislative modification or re-enactment thereof, or any substitution therefor.

Until the Secured Obligations (defined above) have been discharged, the Company further covenants with the Authority as follows:

a) not to create or permit to exist any Security Interest (defined above)
(continued on Continuation sheet No 1)

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Particulars as to commission allowance or discount (note 3)

Not applicable

Signed

Denton Hall

Date

6th March 1997

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.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

3241233

Name of Company

ECD (Cookham Wood) Limited ("the Company")

Limited*

* delete if
inappropriate

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

continued/

References to documents include any deed (including this Deed), negotiable instrument, certificate, notice or other document of any kind and references to any document (or a provision thereof) shall be construed as a reference to that document or provision as from time to time amended, supplemented, varied or replaced (in whole or in part).

"This Deed" means this present deed and any other document by which, pursuant to any of its provisions or otherwise, the Company may grant a Security Interest (defined below) to the Authority, as, in each case, from time to time varied in any manner or respect whatsoever, and "charge contained in this Deed" and similar expressions shall be construed accordingly.

"Security Interest" means any mortgage, charge, pledge, lien (other than a lien arising by operation of law or in the ordinary course of trading (to the extent that amounts secured by the lien are not overdue)), assignment by way of security, encumbrance, title transfer or retention arrangement or agreement, or any security interest whatsoever, howsoever created or arising.

"The Company" includes its successors and assigns and persons deriving title through or under the Company in whole or in part and whether at law or in equity.

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

Please complete
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continued/

in, over or affecting any of the Equipment which ranks, or may come to rank, in priority to or pari passu with the charge contained in this Deed or, except with the prior written consent of the Authority, any Security Interest which will rank after the charge contained in this Deed;

b) except with the prior written consent of the Authority, not to transfer, sell, lend, lease, license or otherwise dispose of any of the Equipment otherwise than in accordance with Clause 17 of the DCMF Contract.

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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. 03241233

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF FIXED CHARGE DATED THE 3rd MARCH 1997 AND CREATED BY ECD (COOKHAM WOOD) LIMITED FOR SECURING THE OBLIGATION OF THE COMPANY OWED TO HER MAJESTY'S PRINCIPAL SECRETARY OF STATE FOR THE HOME DEPARTMENT (INCLUDING HIS SUCCESSORS OR ASSIGNS OR THE PERSON DERIVING TITLE THROUGH OR UNDER HIM IN WHOLE OR IN PART AND WHETHER AT LAW OR IN EQUITY) UNDER OR PURSUANT TO CLAUSE 17.2 OF THE AGREEMENT DATED 3rd MARCH 1997 BETWEEN HER MAJESTY'S PRINCIPAL SECRETARY OF STATE FOR THE HOME DEPARTMENT (INCLUDING HIS SUCCESSORS OR ASSIGNS OR THE PERSON DERIVING TITLE THROUGH OR UNDER HIM IN WHOLE OR IN PART AND WHETHER AT LAW OR IN EQUITY) AND THE COMPANY (AS THEREIN DEFINED) ("THE DCMF CONTRACT") TO TRANSFER TITLE TO THE EQUIPMENT (AS THEREIN DEFINED) UPON TERMINATION OF THE "DCMF CONTRACT" TOGETHER WITH ANY DAMAGES PAYABLE BY THE COMPANY TO HER MAJESTY'S PRINCIPAL SECRETARY OF STATE FOR THE HOME DEPARTMENT (INCLUDING HIS SUCCESSORS OR ASSIGNS OR THE PERSON DERIVING TITLE THROUGH OR UNDER HIM IN WHOLE OR IN PART AND WHETHER AT LAW OR IN EQUITY) BY REASON OF A FAILURE TO COMPLY WITH CLAUSE 17.2 OF THE "DCMF CONTRACT" WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th MARCH 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th MARCH 1997.

W. Grandon
W. GRANDON

for the Registrar of Companies

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