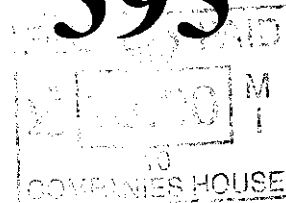


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COMPANIES FORM No. 395

005768/13

395



Particulars of a mortgage or charge

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

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

For official use

Company number

6

03679828

Name of company

* insert full name
of company

* HBS Business Services Group Limited, a company incorporated in England and Wales and having its registered office at Carmelite, 50 Victoria Embankment, London EC4Y 0DX, United Kingdom (the "**Borrower**").

Date of creation of the charge

19th October 2006

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

A trust deed dated 19th October 2006 (the "**Trust Deed**") made between the Borrower and Five Arrows Leasing Limited (the "**Lender**") in connection with a credit facility made available by the Lender to the Borrower in the amount of up to £5,628,613, pursuant to the Facility Agreement.

Capitalised terms not otherwise defined in this Form 395 are defined in the Schedule to this Form 395.

Amount secured by the mortgage or charge

The amount of the Monthly Charge that is equal to the Repayment Instalment in respect of each Loan due on a Repayment Date under the Facility Agreement.

Capitalised terms not otherwise defined in this Form 395 are defined in the Schedule to this Form 395.

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

Five Arrows Leasing Limited, with its principal office at Heron House, 5 Heron Square, Richmond, Surrey, TW9 1EL, United Kingdom, acting as Lender.

Presentor's name address and reference (if any): Five Arrows Leasing Limited,
Heron House, 5 Heron Square,
Richmond, Surrey, TW9 1EL.

For official Use

Mortgage Section

Post room

Time critical reference

Page 1



Short particulars of all the property mortgaged or charged

1. Declaration of Trust

Pursuant to Clause 2.1 of the Trust Deed, the Borrower declares that it holds the Trust Assets on trust for the Lender for the purposes of effecting repayment of, and satisfying its obligation to repay the Repayment Instalment in respect of the Loan.

795

2. Negative Pledge

Pursuant to Clause 3.2 of the Trust Deed, the Borrower must not create or allow to create any Security Interest (other than a Permitted Security Interest) over the Trust Assets. The Borrower must not sell, transfer, licence, lease or otherwise dispose of the Trust Assets.

3. Further Assurance

Pursuant to Clause 5.1 of the Trust Deed, the Borrower shall (i) execute and deliver to the Lender (or as it may direct) any power of attorney, proxy or other document, governed by the law of England or any other country; and (ii) effect any registration or notarisation, give any notice or take any other step, which, in each case, is necessary for any of the purposes described in Clause 5.2 of the Trust Deed or for any similar or related purpose.

Pursuant to Clause 5.2 of the Trust Deed, those purposes are:

- (a) to enforce any right relating to the Trust Assets;
- (b) to preserve the rights which the Trust Deed confers on the Lender in relation to the Trust Assets;
- (c) to register or otherwise perfect the Trust Deed; and
- (d) to ensure or confirm the validity of anything done or to be done under the Trust Deed.

Pursuant to Clause 5.3 of the Trust Deed, the Borrower shall deliver to the Lender such evidence of the due authorisation and execution of any document delivered pursuant to Clauses 5.1, 5.2 and 5.3 of the Trust Deed as the Lender shall reasonably require.

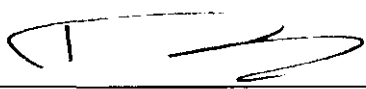
Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed



Date 25/10/06

On behalf of [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 with 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.

Continuation sheet to Form 395

SCHEDULE 1
HBS Business Services Group Limited

DEFINITIONS

The following definitions apply throughout this Form 395 and this Schedule.

"Contract Price" means the annual price payable in respect of the Services calculated in accordance with clause 40 of the Public Private Partnership Agreement, as varied from time to time in accordance with the Facility Agreement;

"Council" means the Council of the Borough of Milton Keynes, whose principal office is at Civic Offices, 1 Saxon Gate East, Central Milton Keynes, MK9 3HQ;

"Direct Agreement" means the direct agreement dated 24 December 2003 between (i) the Borrower, (ii) the Council and (iii) Five Arrows Leasing Group Limited in agreed form as novated by a Deed of Novation No. 1 to the Direct Agreement, dated 19th October 2006 between (i) the Borrower, (ii) the Council, (iii) the Lender and (iv) Five Arrows Leasing Group Limited and as amended by the Amendment Agreement No. 1 to the Direct Agreement dated 19th October 2006 between (i) the Borrower, (ii) the Council and (iii) the Lender;

"Facility" means the credit facility made available under the Facility Agreement;

"Facility Agreement" means the credit facility agreement dated 24 December 2003 and made between (i) the Borrower and (ii) Five Arrows Leasing Group Limited, as novated by a Deed of Novation No. 1 to the Facility Agreement dated 19th October 2006 between (i) the Borrower, (ii) the Lender and (iii) Five Arrows Leasing Group Limited and as amended by the Amendment Agreement No. 1 to the Facility Agreement dated 19th October between (i) the Borrower and (ii) the Lender;

"Finance Document" means:

- (a) the Facility Agreement;
- (b) each Security Assignment;
- (c) each Trust Deed;
- (d) the Direct Agreement;
- (e) the Priorities Deed;
- (f) any other document (whether or not it creates a Security Interest) which is executed as security for, or for the purpose of establishing a priorities subordination arrangement in relation to, the Secured Liabilities; and
- (g) any other document designated as such by the Lender and the Borrower; and
- (h) any amendment to and/or novation of the documents described at (a) to (g) above, entered into by the Parties;

"Funded ICT Deliverables" means:

- (a) the SAP enterprise resource planning (ERP) system referenced at clause 9.1.2.1 of the Public Private Partnership Agreement;
- (b) the Adobe e-forms system referenced at clause 9.1.2.6 of the Public Private Partnership Agreement;

- (c) the property asset management system referenced at clause 9.1.2.10 of the Public Private Partnership Agreement;
- (d) the digital dictation and workflow system referenced at clause 9.1.2.11 of the Public Private Partnership Agreement;
- (e) the form-fill solution referenced at clause 9.1.2.9 of the Public Private Partnership Agreement;
- (f) the LLPG/NLIS solution referenced at clause 9.1.2.7 of the Public Private Partnership Agreement;
- (g) the Partner's transition and separation system architecture;
- (h) a customer relationship management system, ("CRM") referenced at clause 9.1.2.4 of the Public Private Partnership Agreement;
- (i) the one stop shop for the public in relation to Council services, as more particularly described in the Public Access Service Level Agreement;
- (j) e-procurement (to the extent set out in the Procurement SLA and/or Transition Plan), referenced at clause 9.1.2.13 of the Public Private Partnership Agreement;
- (k) all PC and desktop hardware and peripherals for the provision of the Services, referenced at clause 9.1.2.12 of the Public Private Partnership Agreement;
- (l) refreshment work, maintenance, support and upgrades, referenced at clause 9.1.8 of the Public Private Partnership Agreement; and
- (m) a SPA reporting tool,

and "Funded ICT Deliverable" means any one of the 713 defined categories of them;

"**Loan**" means the loan in the principal amount of £1,750,750 drawn down under the Facility Agreement on the date of the Trust Deed in relation to the Funded ICT Deliverable identified in recital (D) of the Trust Deed.

"**Monthly Charge**" means the Contract Price for the year in question divided by the number of calendar months in that year;

"**Natwest**" means National Westminster Bank PLC acting through its branch at 27 High Street, Brecon, Powys, LD3 7LF;

"**Natwest Finance Documents**" means

- (a) a debenture dated 8 December 2000 and made between (i) the Borrower and (ii) Natwest; and
- (b) a charge dated 10 September 2003 and made between (i) the Borrower and (ii) Natwest;

"**Permitted Security Interests**" means:

- (a) Security Interests created by the Finance Documents; and
- (b) Security Interests created by the Natwest Finance Documents.

"**Professional Advice**" means advice provided by the Borrower to the Council as part of the Services, as further set out in clause 8.2.1 of the Public Private Partnership Agreement and as referred to more specifically in clause 9.6 of the Public Private Partnership Agreement in respect of ICT advice;

"**Priorities Deed**" means the deed of priorities dated 24 December 2003 between (i) Natwest, (ii) Five Arrows Leasing Group Limited and (iii) the Borrower in respect of the Finance Documents and the

Natwest Finance Documents in agreed form, as novated by a Novation Deed dated on or about 6 December 2005 between (i) Natwest, (ii) the Lender, (iii) the Borrower and (iv) Five Arrows Leasing Group Limited and as amended by the Amendment Agreement No. 1 to the Deed of Priorities dated [●] August 2006 between (i) Natwest, (ii) the Lender and (iii) the Borrower;

"Public Private Partnership Agreement" means the Public Private Partnership Agreement dated 24 December 2003 between (i) the Council and (ii) the Borrower, as amended by Amendment Agreement No. 1 to the Public Private Partnership Agreement dated 19th October 2006 between (i) the Council and (ii) the Borrower;

"Repayment Instalment" means each repayment instalment in respect of a Facility;

"Relevant Part" means the amount of the Monthly Charge that is equal to the Repayment Instalment in respect of each Loan due on a Repayment Date under the Facility Agreement.

"Repayment Date" means the date on which a Repayment Instalment is to be made pursuant to Clause 8.1 of the Facility Agreement.

"Security Assignment" means each deed creating security in respect of the SLV Payment in respect of the relevant Funded ICT Deliverable, in agreed form;

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security;

"Service Areas" means the service areas within each Service Group which together form part of the Services more particularly identified in the Service Level Agreements;

"Service Groups" means each of human resources, finance, revenues and benefits, ICT, procurement, e-government and public access, print services, administration, property, right to buy and leasehold service charge, and environment (which consists of bridges and highways, parking services, facilities management, parks and open spaces, GIS, street lighting, fleet management, highway maintenance, passenger transport and new roads and street works administration) as more particularly described in the Service Level Agreements;

"Service Level Agreements" means the service level agreements in respect of each component of the Services as modified from time to time in accordance with the Public Private Partnership Agreement (including pursuant to clauses 24 and 25 of such Agreement);

"Services" means the services described in the Service Level Agreements, together with all other services required to be provided by the Borrower pursuant to the Facility Agreement from time to time including the Service Groups, Service Areas and Professional Advice where a proposal has been accepted by the Council pursuant to clause 28 of the Public Private Partnership Agreement;

"SLV Payment" any sum payable by the Council to the Borrower (or as the Borrower may direct, with the consent of the Lender) in respect of a Funded ICT Deliverable on the total or partial termination of the Public Private Partnership Agreement payable pursuant to clause 59.1.7.2 of the Public Private Partnership Agreement;

"Trust Assets" means the Relevant Part in respect of the relevant Loan.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03679828

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A TRUST DEED DATED THE 19th OCTOBER 2006 AND CREATED BY HBS BUSINESS SERVICES GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO FIVE ARROWS LEASING 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 26th OCTOBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th OCTOBER 2006.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES