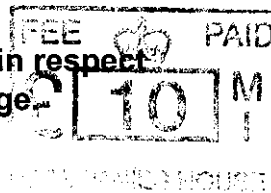


Particulars of a mortgage or charge

395

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



CHFP025

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

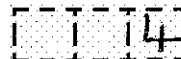
*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



4361818

Name of company

* ASHCROSS SERVICES LIMITED (the "Company")

Date of creation of the charge

04 March 2003

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

Deed of Assignment (the "Deed")

Amount secured by the mortgage or charge

All or any monies and liabilities for the time being (and whether on or at any time after demand) due, owing or incurred in whatsoever manner by the Company to the Lenders (as such term is defined below), and whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Lenders shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Lenders may in the course of their business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual rates and practice of the Lenders as well after as before any demand made or decree obtained under the Deed (the "Secured Liabilities").

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

The Governor and Company of the Bank of Scotland ("BoS") at its offices in Estuary House, Leeward Drive, Estuary Banks, Speke, Liverpool L24 8RE as Security Trustee and agent for itself, the Facility Agent and the Lenders pursuant to the terms of the Facility Letter (as each such term is defined below).

Postcode CH88 3AN

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

DWF
~~37 Peter Street~~
~~Manchester~~
~~M2 5GB~~
DX 14313 Manchester

JWF/58500.733/395Mort-Ash1

Time critical reference

For official Use
Mortgage Section

Post room



A34
COMPANIES HOUSE

0031
05/03/03

Short particulars of all the property mortgaged or charged

Pursuant to clause 3.1 of the Deed, the Company with full title guarantee by way of security for the payment and discharge of the Secured Liabilities assigned and agreed to assign to the Security Trustee all its right title and interest (if any) in and to:

- (i) the Claims;
- (ii) the Collateral Warranties; and
- (iii) the Rental Sums

(as each such term is defined below).

Pursuant to clause 3.3 of the Deed the Company agreed that to the extent that any of the matters in clause 3.1 of the Deed (including all rights thereunder) were not capable of being assigned by way of security at the date of the Deed, the Company would assign by way of security the same with full title guarantee if they become so capable and on request in writing by the Security Trustee.

Pursuant to clause 4.2 of the Deed, the Company covenanted with the Security Trustee that during the continuance of the security constituted by the Deed the Company will not (without the prior consent in writing of the Security Trustee):

Particulars as to commission allowance or discount (note 3)

NIL

Signed DNF Date 4th March 2003

On behalf of XXXXXX [mortgagee/chargee] †

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

Please do not write in this margin

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

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

(i) create or permit to subsist or arise any Encumbrance (as such term is defined below) or any right or option on the Assets (as such term is defined below) or any part thereof and, subject as aforesaid, any mortgage of or charge on the Assets created by the Company (otherwise than in favour of the Security Trustee) shall be expressed to be subject to the Deed; or

(ii) assign or in any way dispose of the Assets or any interest therein or assign or otherwise dispose of any moneys payable to the Company in relation to the Assets or agree to do any of the foregoing; or

(iii) exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or by statute or accept the surrender of any lease underlease or tenancy or agree to do any of the foregoing; or

(iv) make or purport to make any withdrawals from, or give any unilateral instructions in respect of, the Rent Account (as such term is defined below).

Definitions:

"Assets" means the property, interest, rights, benefits and claims assigned to the Security Trustee by the Deed, including any part thereof.

"Facility Agent" means BoS and its successors and assigns.

"Facility Letter" means the letter dated 20 December 2002 addressed to (i) the Company, (ii) Chester Meadow Limited and (iii) Chester Meadow Holdings Limited from BoS as Facility Agent and BoS and RFS as Lenders.

"Lenders" means BoS and RFS Limited (company number 548902) ("RFS").

"Security Trustee" means BoS and its successors and assigns.

"Agreements" means together the Agreement for Lease, the Lease, the Building Contract and the Collateral Warranties.

"Building Contract" means the contract dated on or about the date of the Facility Letter and made between the Company and the Building Contractor in relation to the development of the Site.

"Building Contractor" means Adonis Construction Limited (company number 1357665) whose registered office is at Ham Lane, Kingswinford, West Midlands DY6 7JU.

"Claims" means together, the benefit to the Company of all:

(a) its interest in the Agreements and all rights, claims, actions and remedies to which the Company is at the date of the Deed or may in the future become entitled in relation to under or pursuant to the Agreements and including (without limitation) all rights and claims of the Company against any other parties to the Agreements (and any persons deriving any title or interest under or from such parties);

(b) its rights, titles, benefits and interests of whatsoever nature, whether present or future, proprietary, contractual or otherwise arising out of or connected with or relating to the Agreements including (without limitation) all claims for damages in respect of any breach thereof; and

(c) guarantees, warranties and representations given or made by and any rights or remedies to which the Company is now or may in the future be entitled as against all or any professional advisers and contractors under or in relation to the Agreements and/or the development of the Site pursuant thereto.

"Encumbrance" means a claim, mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, encumbrance of any kind, or any other type of preferential arrangement (including, without limitation, a title transfer or retention arrangement) having similar effect or any agreement or commitment to create any of them.

"Rental Sums" means at any time the aggregate of the gross rent, licence fees and other monies reserved by or arising out of the Lease or any sub-lease in relation thereto and all other monies derived by the Company from any third parties relating to the use and/or occupation of the Site.

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

"Rent Account" means the account held by the Company at BoS at its branch at Threadneedle Street, London with account number 00317779 sort code 12-01-03.

"Agreement for Lease" means the agreement for lease dated 20 December 2002 and made between Ashcross Services Limited (company number 4361818) ("ASL") as landlord and Cross Roads Garage (Oxfordshire) Limited (company number 1308305) ("CRG") as tenant.

"Lease" means the lease to be entered into between ASL and CRG pursuant to the Agreement for Lease.

"Site" means the property known as freehold land lying to the south of Langford Lane, Kidlington, Oxfordshire registered at H M Land Registry with title number ON232881.

"Collateral Warranties" means the collateral warranties (including step in rights) from each of the following in favour of BoS as Facility Agent and Security Trustee:

- (i) Adonis Construction Limited (company number 1357665)
- (ii) Teesland Management Services Limited (company number 3112917)
- (iii) Scaramanga Design Limited (company number 3581731)
- (iv) 3E Consulting Engineers Limited (company number 4265276)
- (v) Burnley Wilson Fish of Windsor House 5 St Andrew's Court, Leeds.

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

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04361818

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED THE 4th MARCH 2003 AND CREATED BY ASHCROSS SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AS SECURITY TRUSTEE AND AGENT FOR ITSELF, THE FACILITY AGENT AND THE LENDERS ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th MARCH 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th MARCH 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —