

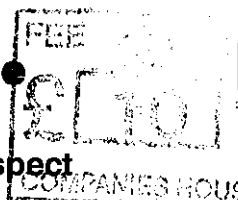
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CHFP025

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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



395

£10

075822

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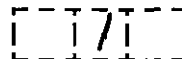
Please complete legibly, preferably in black type, or bold block lettering

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



04361818

Name of company

* Ashcross Services Limited (the "Mortgagor")

Date of creation of the charge

1 March 2002

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

MORTGAGE

Amount secured by the mortgage or charge

All such sums of money as are or shall from time to time be due owing or incurred (and whether on or at any time after demand) by the Mortgagor in any manner whatsoever whether solely or jointly with any other or others in partnership or otherwise and whether as principal or surety to the Mortgagee anywhere upon any banking or current account or upon any discount or other account or for any other matter or thing whatsoever and whether actual or contingent including all discount commission and all other banking charges and legal and other costs charges and expenses together with interest thereon (as well after as before judgment) at the rate unless otherwise agreed of five per cent per annum above the Base Rate of the Bank of Scotland from time to time (disregarding any reduction in such Base Rate below 8%).

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

CAPITAL BANK plc, Capital House, Queens Park Road, Handbridge Chester (the "Mortgagee").

Postcode CH88 3AN

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

Davies Wallis Foyster
5 Castle Street
Liverpool
L2 4XE

Ref: JCS/LR/58500/428

Time critical reference

For official Use
Mortgage Section



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COMPANIES HOUSE

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07/03/02

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Short particulars of all the property mortgaged or charged

All that freehold property known as Plot 5, Oxford Motor Park, Langford Lane, Kidlington, Oxfordshire and registered at HM Land Registry with title number ON215718 (the "Property")

Under Clause 4(d) of the Mortgage the Mortgagor covenants not to erect any new buildings or structures or make any additions to or alterations in the structure of any existing buildings or make any material change in the use of the Property without the previous consent in writing of the Mortgagee.

Under Clause 4(g) of the Mortgage the Mortgagor covenants not without the consent in writing of the Mortgagee to register or cause or permit to be registered under the Land Registration Acts 1925-1971 or any amendment or re-enactment thereof for the time being in force any person or persons as proprietor or proprietors of the Property or any interest therein and the costs incurred by the Mortgagee of entering from time to time a caution against registration of the Property shall be deemed to be costs properly incurred by the Mortgagee under this security.

See Continuation Sheet 1 Page 4

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

4 March 2002

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 CF4 3UZ

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Particulars of a mortgage or charge (continued)

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

CHFP025

Please complete
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in black type, or
bold block lettering

Company Number

04361818

Name of Company

Ashcross Services Limited (the "Mortgagor")

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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in black type, or
bold block lettering**

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

Please complete
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in black type, or
bold block lettering

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

Under Clause 4(h) of the Mortgage the Mortgagor covenants not without the previous consent in writing of the Mortgagee to exercise any of the powers of leasing or grant or agree to grant any lease of the Property not accept a surrender of any lease thereof nor to permit or suffer the assignment of any lease nor part with or share possession or permit or suffer to be permitted any parting with or sharing of possession of the Property.

Under Clause 4(i) of the Mortgage the Mortgagor covenants not without the consent in writing of the Mortgagee to create any further mortgage, debenture, charge or encumbrance of whatsoever nature upon the Property or on the interest of the Mortgagor therein.

Under Clause 8 of the Mortgage the Mortgagor irrevocably appoints the Mortgagee and any Receiver appointed by the Mortgagee jointly and also severally the Mortgagor's Attorney and Attorneys for all or any of the purposes mentioned in the Mortgage and in particular (but without prejudice to the generality of the foregoing) to execute deeds and other documents in the name and on behalf of the Mortgagor and generally to act as to the Mortgagee shall seem proper and to appoint and remove at pleasure any attorney, substitute or agent to act under the Mortgagee in respect of such purposes or any of them and the Mortgagor ratifies and confirms and agrees to ratify and confirm what the Mortgagee or its attorney substitute or agent shall do or purport to do by virtue of Clause 8.

Clause 11 of the Mortgage provides that in the event of there being a prior charge or charges on the Property then:-

(a) the statutory power of sale shall be extended so as to enable any person exercising the same to sell and convey the Property either subject to or discharged from any prior charge and to sell under conditions requiring any purchaser to take with the benefit or burden of any provision as to indemnity, exoneration or otherwise relating to any prior charge and with a view to such sale to procure the discharge or release thereof; and

(b) in the event of proceedings or steps being taken to exercise or enforce any powers or remedies conferred by any prior charge against the Property the Mortgagee may redeem such prior charge or procure the transfer thereof to itself and may settle and pass the accounts of the prior mortgagees and any account so settled and passed shall be conclusive and binding on the Mortgagor and all the principal money, interest, costs, charges and expenses of and incidental to such redemption or transfer shall be paid by the Mortgagor to the Mortgagee on demand with interest at the rate referred to in Clause 2 of the Mortgage from the time or respective times of the same having been paid or incurred and until payment the Property shall stand charged with the amount so to be paid with interest aforesaid.

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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. 04361818

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DATED THE 1st MARCH 2002 AND CREATED BY ASHCROSS SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CAPITAL BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th MARCH 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th MARCH 2002.

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —