

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

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)

CHARGE OVER ACCOUNT (the "Charge")

Amount secured by the mortgage or charge

All or any monies and liabilities which are from time to time (and whether on or at any time after demand) due, owing or incurred in whatsoever manner by the Company to the Beneficiaries (or any of them) (as defined below), and whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Beneficiaries (or any of them) shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Beneficiaries may in the course of 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 Facility Agent as well after as before any demand made or decree obtained under the Charge (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

SCP.JWF/58500.733/395Charge

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Pursuant to clause 3 of the Charge, the Company charged to the Security Trustee in its capacity as security trustee for itself, the Facility Agent and the Lenders as a continuing security and with full title guarantee for the payment or discharge of the Secured Liabilities by way of first fixed charge the Charged Assets (as such term is defined below) and ~~all the right, title, benefit and interest of the Company whatsoever present, and future therein together with any certificates of deposit, deposit receipts or other instruments or securities relating thereto.~~

Under clause 4.2 of the Charge the Company covenanted with the Security Trustee that until the payment and discharge of all of the Secured Liabilities the Company shall not, without first obtaining the express consent of the Security Trustee, withdraw any part of the moneys forming part of the Charged Assets or any other amounts for the time being subject to the Charge and shall not sell, assign, discount, pledge, charge or otherwise dispose of or deal with or grant or permit third party rights to arise over or against the same or any part thereof or any of the Charged Assets or attempt or agree so to do.

98cont

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

DWF

Date 4th March 2003

On behalf of ~~XXXXXX~~ [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

Under clause 4.2 of the Charge the Company also unconditionally and irrevocably agreed that repayment of all or any part of the monies forming part of the Charged Assets is subject to and conditional upon the Company paying and discharging the Secured Liabilities and until such time as the Secured Liabilities have been paid and discharged in full, neither the Company nor any person claiming under, through or on behalf of the Company may request, demand or require the repayment of, and the Security Trustee shall be under no obligation whatsoever to repay, all or any part of the monies forming part of the Charged Assets to the Company or any such other person or to release all or any part of the Charged Assets from the terms of the Charge.

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

Pursuant to clause 5 of the Charge the Company agreed that the Security Trustee may at any time without notice combine or consolidate all or any of its then existing accounts including accounts in the name of the Security Trustee and the Company jointly (whether current, deposit, loan or of any other nature whatsoever, whether subject to notice or not and in any currency), including the Rent Account, wheresoever situate and set off or transfer all or such part of the Charged Assets as may be requisite and any sum standing to the credit of any one or more such accounts in or towards satisfaction of the moneys, obligations and liabilities covenanted to be paid by the Company, whether such liabilities be present, future, actual, contingent, primary, collateral, several or joint.

Definitions

The following terms shall have the following meanings:

"Beneficiaries" means the Facility Agent, the Security Trustee and the Lenders.

"Charged Assets" means all monies from time to time standing to the credit of the Rent Account together with all interest from time to time accrued thereon (in each case together with the debts represented thereby), the Rent Account and all other assets of the Company from time to time charged pursuant to the terms of the Charge.

"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.

"Rent Account" means an account of the Company with the Security Trustee at its branch at Threadneedle Street, London (sort code 12-01-03) and numbered 00317779 or any other account, whether at the Security Trustee or any other person, from time to time selected by the Security Trustee and notified to the Company pursuant to clause 7.4 of the Charge.

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 CHARGE OVER ACCOUNT 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 —

D. X.
J. M.