

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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

121

4361818

Name of company

* ASHCROSS SERVICES LIMITED (the "Company")

Date of creation of the charge

20 December 2002

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

Debenture

Amount secured by the mortgage or charge

All monies and liabilities which are for the time being (and whether on or at any time after demand) due, owing or incurred in whatsoever manner to the Beneficiaries (or any of them) (as defined below) by the Company, 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 (or any of them) 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 Facility Agent as well after as before any demand made or decree obtained under the Debenture.

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

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

DWF
37 Peter Street
Manchester
M2 5GB
DX 14313 Manchester

SCP.JWF/58500.733/395Deb-Ash

Time critical reference

For official Use
Mortgage Section

Post room



JMA
COMPANIES HOUSE

0158
07/01/03

Short particulars of all the property mortgaged or charged

Under clause 3.1 of the Debenture the Company charged to the Security Trustee as a continuing security and with full title guarantee for the payment or discharge of the monies secured by the Debenture:

(a) by way of legal mortgage all the freehold and leasehold property vested in it at the date of Debenture whether or not the title to the property is registered at H.M. Land Registry together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property

(b) by way of fixed charge:

(i) all future freehold and leasehold property belonging to the Company together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property

(ii) all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property charged under the Debenture

.....cont

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 7th January 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

(iii) all the Company's goodwill and uncalled capital for the time being

(iv) all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them, all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts

(v) all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world

(vi) all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 3.1.2.4 of the Debenture)

(vii) all present and future plant and machinery not otherwise charged under Clause 3 of the Debenture and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress); and

(viii) all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest)

(c) by way of floating charge all the Assets (as defined below) not effectively otherwise charged by Clause 3 of the Debenture, including (without limitation) any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-clause 3.1.2 of the Debenture, but so that the Company is prohibited from creating any fixed security or mortgage or any other floating charge over the Assets having priority over or ranking *pari passu* with the floating charge created by sub-clause 3.1.3 of the Debenture (otherwise than in favour of the Security Trustee in its capacity as such) and the Company will have no power without the consent of the Security Trustee to part with or dispose of any part of those Assets except by way of sale in the ordinary course of its business.

Under Clause 3.2 of the Debenture the Security Trustee may at any time by notice to the Company, immediately convert the floating charge created under sub-clause 3.1.3 of the Debenture into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from the Security Trustee, automatically be converted with immediate effect into a fixed charge:

(i) in respect of any Assets which become subject to a fixed charge in favour of any other person or to a disposition otherwise than by way of sale in the ordinary course of the Company's business immediately upon such charge or disposition

(ii) in respect of all the Assets charged under sub-clause 3.1.3 of the Debenture if and when the Company ceases to carry on business or to be a going concern; and
.....cont

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

(iii) in respect of all Assets on the making of an order for the compulsory winding-up of the Company or on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or on the presentation of a petition for the making of an administration order in relation to the Company or on the presentation of an application for a warrant of execution, writ of fieri facias, garnishee order or charging order;

PROVIDED THAT sub-clause 3.2 of the Debenture does not apply to any Assets situated in Scotland.

Under Clause 3.4 of the Debenture the Company agreed not without the previous written consent of the Security Trustee to:

(a) create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on any Asset charged under the Debenture other than in favour of the Security Trustee; or

(b) dispose of or part with possession in any way (except on the determination of any lease, tenancy or licence) or share occupation of any Asset; or

(c) in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.

Definitions

The following terms shall have the following meanings:

"Assets" shall mean the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company.

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

"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.

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

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 DEBENTURE DATED THE 20th DECEMBER 2002 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) 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 7th JANUARY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th JANUARY 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

4
1