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CHFP131

COMPANIES FORM No. 395
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

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

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

For official use Company number

061030/260

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4438077

**insert full name of Company*

Name of company

STATUSDETAIL LIMITED ("Chargor")

Date of creation of the charge

23 AUGUST 2004

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

DEBENTURE ("Deed")

Amount secured by the mortgage or charge

all monies and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from the Obligors to the Beneficiary under the Deed and/or the Security Documents whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety on any current or other account whatever including (without limitation) interest discount commission and other costs, charges and expenses ("Liabilities")

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

NATWEST LEASE MANAGEMENT LIMITED ("Beneficiary")
135 Bishopsgate, London

Postcode EC2M 3UR

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

Berwin Leighton Paisner
Adelaide House
London Bridge
London, EC4R 9HA
DX 92 London

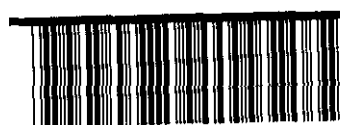
Tel: 020 7760 1000

Ref RCKS/R399/154/2977914.01

Time critical reference

For official Use
Mortgage Section

Post room



LD5
COMPANIES HOUSE

0485
06/09/04

Short particulars of all the property mortgaged or charged

Please do not write in this margin
Please complete legibly, preferably in black type, or bold block lettering

Clause 2 of the Deed provides:

2 Security

Subject to the terms of the Bank Intercreditor Deed, the Commercial Mortgage/Fee Beneficiary Intercreditor Deed and any Permitted Security Interest, as continuing security for the payment and discharge of the Liabilities the Chargor with full title guarantee:

- 2.1 charges to the Beneficiary by way of legal mortgage any freehold or leasehold property now vested in the Chargor.
- 2.2 charges to the Beneficiary by way of fixed charge each of the following including all rights of enforcement of the same:
 - 2.2.1 its interest in any freehold or leasehold property acquired after the date of this deed;
 - 2.2.2 its interest in each and all Hedging Arrangement (so far as the

Particulars as to commission allowance or discount (note 3)

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (see Note 5)

Signed *Brian Kington Pinner*

Date *3 September 2004*

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 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 Order are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:

Companies House, Crown Way, Cardiff CF14 3UZ.

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Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

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

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

Company Number

4438077

* delete if
inappropriate

Name of Company

STATUSDETAIL LIMITED

Limited*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

Please do not write
in this binding
margin

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

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

Chargor is a party to it) all agreements, in which the Chargor has an interest, in respect of the management and/or operation of the Charged Assets, including in each case all capital monies or other sums including VAT (if any) payable under them and the benefit of all covenants and agreements of a personal nature and any guarantees entered into under the terms of them;

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- 2.2.3 to the extent that it is capable of being charged, all fixtures and fittings (in respect of the Charged Assets) and the benefit of all guarantees, warranties and representations given or made in respect of any of them;
- 2.2.4 all easements and other rights at any time vested in, or conferred on, the Chargor in connection with or otherwise for the benefit of the Charged Assets;
- 2.2.5 the Investments;
- 2.3 assigns to the Beneficiary subject to the provisions of clause 14 (*Discharge and Release*) each of the following including all rights of enforcement of the same:
- 2.3.1 the Debts;
- 2.3.2 its interest in the Sale Proceeds Account and the Income Account;
- 2.3.3 its interest in all monies standing to the credit of the Sale Proceeds Account and the Income Account;
- 2.3.4 the Insurances;
- 2.3.5 all Causes of Action;
- 2.3.6 the benefit of any Compensation Payment; and
- 2.3.7 the Chargor's interest in any VAT recoveries in respect of the Charged Assets.
- 2.5 Charges to the Beneficiary by way of floating charge all the assets, property and undertaking of the Chargor both present and future, including all its goodwill and uncalled capital for the time being.

Notes:

The Deed further provides:

5 Negative covenants

So long as the Liabilities are outstanding the Chargor may not and covenants that it shall not without the prior written consent of the Beneficiary take any step (including presentation of a petition, commencement of legal proceedings, convening of a meeting or effecting a resolution) in relation to the insolvency of any Obligors and will notify the Beneficiary promptly on becoming aware that any other party proposes to do so.

The Deed contains the following definitions:

<i>Act</i>	the Law of Property Act 1925;
<i>Bank Intercreditor Deed</i>	as defined in the Facility Agreement;
<i>Business</i>	the business of being the legal and beneficial owner of the Charged Assets carried on by the Chargor;
<i>Causes of Action</i>	as defined in the Fee Debenture;
<i>Charged Assets</i>	each and all of the assets, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by this deed and the subject matter of each of them;
<i>Commercial Mortgage/Fee Beneficiary Intercreditor Deed</i>	as defined in the Facility Agreement;

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Particulars of a mortgage or charge (continued)

Please do not write
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margin

Continuation sheet No 2
to Form No 395 and 410 (Scot)

Please complete
legibly, preferably in
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block lettering

Company Number

4438077

Name of Company

STATUSDETAIL LIMITED

Limited*

* delete if
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Please complete
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<i>Compensation Payment</i>	monies received or payable in connection with the Business and/or the Charged Assets by way of compensation, endowment, gift, grant or otherwise;
<i>Debts</i>	all book debts and other debts due to the Chargor now or in the future including any sum due to the Chargor as a result of any order of the court under sections 238, 239 and/or 244 and/or section 423 of the Insolvency Act 1986 and the Chargor's right to recover any VAT on any supplies made to it in each case relating to the Charged Assets (excluding in all cases the Excluded Debts);
<i>Declared Default</i>	as defined in the Fee Debenture;
<i>Event of Default</i>	as defined in the Fee Debenture;
<i>Excluded Debts</i>	any debt owed by any member of the Group to the Chargor;
<i>Facility Agreement</i>	as defined in the Fee Debenture;
<i>Fee Debenture</i>	a debenture dated about the date of this deed between Primepanel (1) and the Beneficiary (2);
<i>Income Account</i>	as defined in the Facility Agreement;
<i>Insurances</i>	all insurances from time to time taken out in respect of the Charged Assets and all buildings, structures, plant, machinery and equipment included in or on the Charged Assets and all monies from time to time payable in respect of them (but not monies paid in respect of insurance other than in respect of the Charged Assets);
<i>Investments</i>	the existing or future interest of the Chargor in: <ul style="list-style-type: none"> (a) all of the issued share capital of NCP Empire No 2 (Company Number 4429279); (b) any stocks, shares, bonds or any form of loan or other capital of or in any legal entity; (c) any unit in any unit trust or similar scheme; (d) any warrant or other right to acquire any such investment, together with all related stocks, shares and other securities offered by way of redemption, bonus, preference or option or otherwise and any related income, offer, right or benefit and, to the extent not otherwise charged by this deed, any income, offer, right or benefit in respect of any such investment;
<i>Liabilities</i>	all monies and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from the Obligors to the Beneficiary under this deed and/or the Security Documents whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety on any current or other account whatever including (without limitation) interest discount commission and other costs, charges and expenses;
<i>Licences</i>	as defined in the Fee Debenture;
<i>Obligors</i>	as defined in the Fee Debenture;
<i>Permitted Security Interest</i>	as defined in the Facility Agreement;
<i>Primepanel</i>	Primepanel Limited (company number 4422283) including its successors and assigns;
<i>Receiver</i>	any one or more receiver or manager, or receiver and manager or administrative receiver appointed by the Beneficiary under this deed (whether sole, joint and/or several and including any substitute);

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Particulars of a mortgage or charge (continued)

Please do not write
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margin

Continuation sheet No 3
to Form No 395 and 410 (Scot)

Please complete
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Company Number

4438077

Name of Company

* delete if
inappropriate

STATUSDETAIL LIMITED

Limited*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Sale Proceeds Account
Security Documents
Security Interest

as defined in the Facility Agreement;
as defined in the Fee Deventure;
any mortgage, pledge, lien, charge, security
assignment, hypothecation, standard security,
assignment, security trust, encumbrance or
security interest and any other agreement or
arrangement entered into to create or confer
security over any asset; and
value added tax or any similar or substituted tax.

VAT

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. 04438077

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 23rd AUGUST 2004 AND CREATED BY STATUSDETAIL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS TO NATWEST LEASE MANAGEMENT LIMITED (BENEFICIARY) 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 6th SEPTEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th SEPTEMBER 2004.

DX Angela



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES