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CHFP025

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

* insert full name
of Company

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

525972/10
395

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

For official use

Company number

04590691

Name of company

* Slough Accord Limited (the "Chargor")

Date of creation of the charge

10 February 2003

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

Guarantee and Debenture (the "Guarantee and Debenture") dated 10 February 2003 granted by the
Chargor in favour of National Westminster Bank Plc (the "Security Trustee", which expression shall
include all successor security trustees appointed from time to time).

Amount secured by the mortgage or charge

The actual, contingent, present and/or future obligations and liabilities of the Chargor to any of the
Secured Parties under or pursuant to any of the Financing Documents (including the Guarantee and
Debenture).

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

National Westminster Bank Plc of 7th Floor, 1 Princes Street, London

Postcode EC2R 8PB

Please return
via
CH London Counter

Presentor's name address and
reference (if any):
Denton Wilde Sapte
1 Fleet Place
London
EC4M 7WS

pjg.58167.00448.6144013

Time critical reference

For official Use
Mortgage Section

Post room



LD2
COMPANIES HOUSE

0445
10/02/03

Short particulars of all the property mortgaged or charged

The Chargor, with full title guarantee, as continuing security for the payment of the Secured Obligations charged in favour of the Security Trustee (as agent and trustee for the Secured Parties):

(a) by way of legal mortgage all estates or interests in the freehold, leasehold and other immovable property described in Schedule 1 below and the proceeds of sale thereof and all buildings and trade and other fixtures on any such property at the date of the Guarantee and Debenture belonging to or charged to the Chargor (the "Legally Mortgaged Property");

(b) by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property at the date of the Debenture or at any time during the continuance of this security belonging to the Chargor (other than the Legally Mortgaged Property) and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Chargor;

(c) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Chargor both at the date of the Guarantee and Debenture and thereafter;

cont on p5

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

Denton Wilde Page

Date

10/02/03

On behalf of 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)

NOTES

† delete as appropriate

- 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

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Company number

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Name of company

* insert full name
of company

* Slough Accord Limited

Addendum 1/4

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

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

M395 Continuation

Company number

04590691

Name of company

* insert full name
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* Slough Accord Limited

Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Name of company

* insert full name
of company

* Slough Accord Limited

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

(d) by way of fixed charge all book debts and other debts at the date of the Guarantee and Debenture and from time to time due or owing to the Chargor (the "Debts") and (subject to the provisions of Clause 6.2 of the Guarantee and Debenture) all moneys which the Chargor receives in respect thereof;

(e) by way of fixed charge (but subject to the provisions of Clause 6.2 of the Guarantee and Debenture) all balances standing to the credit of any current, deposit or other account of the Chargor with the Security Trustee or any other Secured Party (including inter alia any account designated a realisations account for the proceeds of disposals of any of the assets of the Chargor) or with other bankers, financial institutions or similar third parties (the "Credit Balances");

(f) by way of fixed charge all stocks, shares, debentures, bonds, notes and loan capital of:

(i) any Subsidiary; and

(ii) any other body corporate;

and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may now or hereafter belong to the Chargor, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;

(g) by way of fixed charge the goodwill of the Chargor and its uncalled capital at the date of the Guarantee and Debenture or thereafter in existence;

(h) by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom at the date of the Guarantee and Debenture or thereafter belonging to the Chargor and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions; and

(i) by way of floating charge the whole of the Chargor's undertaking and all its property, assets and rights, whatsoever and wheresoever, at the date of the Guarantee and Debenture and thereafter, other than any property or assets from time to time or for the time being effectively mortgaged, assigned or charged to the Security Trustee by way of fixed charge by the Guarantee and Debenture (hereinafter collectively referred to as the "Floating Charge Property").

In addition, the Chargor, with full title guarantee, (and to the intent that the security so constituted shall be a continuing security in favour of the Security Trustee as agent and trustee for the Secured Parties) assigns with full title guarantee by way of security all of the Chargor's rights, title and interest (both present and future) in all and each of the contracts described in Schedule 2 below (the "Assigned Contracts").

NEGATIVE PLEDGE

Without the prior written consent of the Security Trustee the Chargor shall not nor shall it agree or purport to:

(a) create or permit to subsist any Encumbrance whether in any such case ranking in priority to or pari passu with or after the security created by the Guarantee and Debenture other than as permitted under the Credit Agreement; or

(b) sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of its undertaking or assets except as permitted under the Credit Agreement.

SCHEDULE 1 - LEGALLY MORTGAGED PROPERTY

None

Name of company

* insert full name
of company

* Slough Accord Limited

SCHEDULE 2 - ASSIGNED CONTRACTS

None

DEFINITIONS:

"Banks" means National Westminster Bank Plc and Royal Bank of Scotland plc, both of 3rd Floor, 1 Princes Street London EC2R 8PB

"Credit Agreement" means a credit agreement dated 25 June 1999 made between Accord PLC, certain banks and the Security Trustee as Facility Agent, Security Trustee and Overdraft Bank.

"Encumbrance" means any mortgage, charge, assignment by way of security, pledge, hypothecation, lien, right of set off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same, or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re acquired or acquired by any Group Company.

"Facility Agent" means National Westminster Bank Plc in its capacity as facility agent and each successor Facility Agent appointed under Clause 17.12 of the Credit Agreement

"Financing Documents" means the Credit Agreement, the Amendment and Restatement Agreement, the Second Amendment and Restatement Agreement the Fees Letter, the Interest Rate Protection Agreements and the Security Documents.

"Group" means Accord PLC, target companies, Schofield Lothian Group Limited and each of their respective Subsidiaries; and "Group Company" means any one of them.

"Overdraft Bank" means National Westminster Bank Plc acting out of its branch at South Hertfordshire Corporate Business Centre, 2nd Floor, 10 St. Peter's Street, St. Albans, Hertfordshire AL1 3LY and any successor Overdraft Bank in accordance with Clause 17.16.1. of the Credit Agreement.

"Permitted Encumbrance" means:

- (a) any Encumbrance created under the Financing Documents;
- (b) any Encumbrance created under the Bank Of Ireland security documents;
- (c) any right of set off or lien, in each case arising by operation of law;
- (d) any retention of title to goods supplied to a Group Company (including under any hire purchase agreement) in the ordinary course of its trading activities;
- (e) any right of set off over credit balances on bank accounts of Group Companies arising in the ordinary course of the banking arrangements of the Group; and
- (f) any agreement entered into by a Group Company in the ordinary course of its trading activities to sell or otherwise dispose of any asset on terms whereby that asset is or may be leased to or re-acquired or acquired by a Group Company;
- (g) any Encumbrance created by a Group Company (not being a Charging Group Company) in connection with Indebtedness incurred in relation to a specific project entered into in the ordinary course of trading activities where no Indebtedness is incurred or agreed to be incurred and no Encumbrance is created or agreed to be created by any Charging Group Company in relation to such indebtedness or project;
- (h) any right of set-off arising under a contract made between a Group Company and a local authority, or other

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governmental or quasi-governmental body in the ordinary course of its trading activities relating to deferred consideration in respect of the supply of assets to the relevant Group Company from that authority or body where the consideration is set off against the payments for services carried out under the relevant contract; or

(i) any Encumbrance over an asset purchased by a Group Company which is not discharged within 120 days of purchase of such asset.

"Secured Parties" means all and each of the Facility Agent, Security Trustee, the Overdraft Bank and the Banks and "Secured Party" shall be construed accordingly.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04590691

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 10th FEBRUARY 2003 AND CREATED BY SLOUGH ACCORD LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY OF THE SECURED PARTIES 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 10th FEBRUARY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th FEBRUARY 2003.

C. W.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —