

# M

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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 £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

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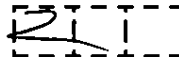
# 395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



05262557

Name of company

\* Doncaster Community Solutions (Liftco) Limited (the "Company")

Date of creation of the charge

4 October 2007

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

Charge over Shares (the "Charge")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Company to the Senior Finance Parties (or any of them) under any Senior Finance Document (including all moneys covenanted to be paid under the Charge) provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Charge (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 (the "Secured Obligations")

(All definitions are given at Addendum 3 of the Continuation Sheet)

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

Barclays Bank plc, 1 Churchill Place, London (acting as "Security Trustee" for the Senior Finance Parties)

Postcode E14 5HP

Presentor's name address and  
reference (if any)

Dickinson Dees LLP

St Ann's Wharf

112 Quayside

Newcastle upon Tyne

NE99 1SB

DX 61191

REL/BAR/1/361

5409393

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



A23

\*AS65ATQ6\*

12/10/2007

565

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1. The Company with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations charges the Shares and Securities and the Derivative Assets (collectively the "Charged Property") to the Security Trustee (with the intent that the security so constituted shall extend to all beneficial interests of the Company in the Charged Property and to any proceeds of sale or other realisation of such property or any part of it) to hold the same on behalf of the Senior Finance Parties
2. The Company with full title guarantee charges in favour of the Security Trustee by way of first floating charge all the Charged Property to the extent that the same is not otherwise effectively charged under paragraph 1

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lettering**

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+  
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Particulars as to commission allowance or discount (note 3)

Nil

Signed Dickinson Rees LLP

Date 10 October 2007

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Name of company

\*insert full name  
of Company

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## 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)

## Addendum 3/4

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

In this Form 395, the following words and phrases have the following meanings

"Derivative Assets" means all stocks, shares, warrants or other securities, rights, dividends, interest or other property or distribution, whether of a capital or income nature, accruing, offered, issued or deriving now or hereafter by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Shares and Securities,

"Facilities Agreement" means the senior credit agreement dated 4th October 2007 and made between (1) Fundco, (2) the Company (as Liftco), (3) Barclays Bank plc as the Original Lender, and (4) Others,

"Lender" means:

- (a) Barclays Bank plc as Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 26 of the Facilities Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facilities Agreement,

"Party" means any party to the Facilities Agreement;

"Permitted Security Interests" means Security Interests arising under or in respect of

- (a) any lien or right of set-off or other form of deduction arising by operation of law in the ordinary course of business,
- (b) the Senior Finance Documents,
- (c) subject to the priority of the Security Documents and the provisions of the Facilities Agreement, in respect of unpaid Tax or arising under an attachment or similar process or out of judgments, decrees or awards whilst the tax or other amount concerned is being contested by Fundco in good faith on reasonable grounds;
- (d) a retention of title on normal commercial terms imposed by a supplier of materials and equipment to Fundco in the ordinary course of its business discharged within 60

## Name of company

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days, and/or

(e) any other Security Interest approved from time to time by the Agent,

"Security Interest" includes a mortgage, lien, pledge, security, standard security, encumbrance, charge, hypothecation, assignation in security, a deposit of money with the primary intention of affording a right of set-off or other security interest or arrangement, the effect of which is intended to prefer the beneficiary thereof over unsecured creditors,

"Shares and Securities" means the whole of the issued share capital of Doncaster Community Solutions (Fundco2) Limited (company number 06247895) (as Fundco) (including, inter alia, all other rights, interests and benefits derived therefrom) and shall include any other stocks, shares and other securities in the capital of Fundco (including, inter alia, all other rights, interests and benefits derived therefrom) which may from time to time be registered in the name of, or beneficially owned by, the Company and/or its nominee or trustee,

"Senior Finance Documents" means

- (a) the Facilities Agreement
  - (b) the Hedging Agreement;
  - (c) the Security Documents;
  - (d) the Lender's Direct Agreements,
  - (e) notices of charge (other than such notices which are contemplated to be given pursuant to a Direct Agreement (if any)) given pursuant to and as contemplated by this Agreement or any of the Security Documents and the acknowledgements thereto,
  - (f) the Intercreditor Deed,
  - (g) the Fee Letters,
  - (h) all agreements and other documents executed from time to time pursuant to any of the foregoing to which a Senior Finance Party is a party and any present or future document confirming or evidencing any Security Interest or guarantee for, or in relation to, Fundco's obligations under any of the Senior Finance Documents; and
  - (i) any other agreement or document designated as such by Fundco and the Agent,
- (all as defined in the Facilities Agreement)

"Senior Finance Parties" means Barclays Bank plc in its capacity as the Agent, the Arranger, the Bookrunner, the Security Trustee, the Account Bank and the Hedging Counterparty together with the Lender (each as defined in the Facilities Agreement)

Company number

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Addendum 4/4

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

N.B The Company shall not create or attempt to create or permit to subsist any Security Interest (other than Permitted Security Interests) on or over any of the Charged Property to secure any liability, actual or contingent.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05262557

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER SHARES DATED THE 4th OCTOBER 2007 AND CREATED BY DONCASTER COMMUNITY SOLUTIONS (LIFTCO) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SENIOR FINANCE PARTIES OR ANY OF THEM ON ANY ACCOUNT WHATSOEVER 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 12th OCTOBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th OCTOBER 2007.

*Dx Cert*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES