

# M

CHWP000

Please do not  
write in  
this marginPlease complete  
legibly, preferably  
in black type, or  
bold block lettering\* insert full name  
of Company

COMPANIES FORM No. 395

006287/13

# 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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

7

00288392

Name of company

\* Volker Stevin Limited (the "Company")

Date of creation of the charge

14 September 2006

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

Debenture dated 14 September 2006 (the "Debenture") granted by the Company in favour of the Lender (as defined below)

Amount secured by the mortgage or charge

All the Company's liabilities to Volker Wessels Stevin Financial Services BV (the "Lender") under the Debenture and the Guarantee (whether present or future actual or contingent and whether incurred along or jointly with another) together with the Lender's charges, commission, Interest and Expenses (the "Company's Obligations").

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

Volker Wessels Stevin Financial Services B.V. (Registered in The Netherlands)

c/o Springwell Road, Springwell, Gateshead, Tyner &amp; Wear

Postcode NE9 7SP

Presenter's name address and  
reference (if any) :Kerman & Co LLP, 7 Savoy Court,  
Strand, London, WC2R 0ER

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

A21  
COMPANIES HOUSE

\*A6XPXJ01\*

243  
21/09/2006

Short particulars of all the property mortgaged or charged

1 By way of legal mortgage all the freehold and leasehold property, excluding any leases on the on property entered into in the normal course of business for terms not exceeding 11 years, now vested in or charged to the Company including any Registered Land.

2 By way of fixed charge:

(i) all estates or interests in any freehold and leasehold property, excluding any leases on property entered into in the normal course of business for terms not exceeding 11 years, now and in the future vested in or charged to the Company except the property charged in paragraph 1;

(ii) all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company excluding fixtures and fittings attached to leasehold properties, if such property is lease to the Company in the normal course of business for a term not exceeding 11 years;

(continued on separate page...)

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)

Signed Kerman & Co LLP

Date 20<sup>th</sup> September 2006

On behalf of ~~company~~ [mortgagee/chargee]<sup>†</sup> Volker Wessels Stevin Financial Services B.V.

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

<sup>†</sup> 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. 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

Continuation page for Form 395...

- (iii) all the plant and machinery vehicles and computer equipment of the Company present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts;
  - (iv) all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business;
  - (vii) all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same;
  - (viii) all stocks shares and other securities of the Company present and future (except those referred to in paragraph 2(vii)) and all income and rights derived from or attaching to the same;
  - (ix) all Intellectual Property Rights choses in action licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property. "Intellectual Property Rights" include (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names;
  - (x) the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Lender or any third party;
  - (xi) all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Note 1(c) below;
  - (xii) all funds standing to the credit of the Company from time to time on any account with the Bank or any other bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with Note 1(c) below provided that the Lender may without prejudice to this deed permit the Company to make withdrawals from time to time.
- 3 By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under this deed.

#### Notes

- 1 The Debenture contains covenants by the Company with the Lender that unless the Lender has provided its consent under the RCF Agreement or the Lender has otherwise provided its written consent the Company will:
- (a) Not to create or permit to arise any mortgage charge or lien on the Property nor to dispose of the Property mortgaged or charged by way of fixed charge under the Debenture except that the property subject to the floating charge may be disposed of in the ordinary course of business.
  - (b) Not to grant or accept a surrender of any lease or licence of or part with or share possession or occupation of the Company's freehold and leasehold property or any part of it, to the extent that such property or part of such property is mortgaged or charged by way of fixed charge under the Debenture.
  - (c) To pay into the Company's account with the Lender (and if more than one then into such account or into such account with another bank) as the Lender may specify from time to time all money which the Company may receive in respect of the Company's book debts and other debts and not to deal with the Company's book debts and other debts.

2 The Debenture gives the Lender the right to appoint an Administrative Receiver.

In this form the following terms shall have the following meanings:

**Interest** means interest at the rate charged to Volker Wessels UK Limited (**UK**) by the Lender pursuant to clause 8.4 of the revolving credit agreement of even date made between UK and the Lender together with any extension, variation, renewal or replacement of such agreement (**RCF Agreement**).

**Expenses** means all reasonable expenses (on a full indemnity basis) incurred by the Lender or any receiver at any time in connection with the property or the Company's Obligations or in taking or perfecting the Debenture or in preserving defending or enforcing the security created by the Debenture or in exercising any power under the Debenture or otherwise with Interest from the date they are incurred.

**Guarantee** means the guarantee of even date made by the Company in favour of the Lender in connection with UK and its obligations under the Standby Agreement.

**Property** means the whole and any part of the undertaking property and assets of the Company charged by paragraphs 1, 2 and 3 above.

**Standby Agreement** means the standby agreement dated 4 April 2005 (as amended on the date of the Debenture) for the provision of a standby facility of up to an aggregate amount of £12,000,000 made between UK and the Lender, together with any extension, variation, increase, renewal or replacement of such agreement.

FILE COPY



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 00288392

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 14th SEPTEMBER 2006 AND CREATED BY VOLKER STEVIN LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO VOLKER WESSELS STEVIN FINANCIAL SERVICES B.V. 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 21st SEPTEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th SEPTEMBER 2006 .

*P. Pam*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES