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*insert full name
of Company

COMPANIES FORM No. 395

107410/150

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

[1113]

468365

Name of company

* MCNICHOLAS CONSTRUCTION COMPANY LIMITED ("COMPANY")

Date of creation of the charge

29 AUGUST 2003

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

CROSS GUARANTEE AND DEBENTURE

Amount secured by the mortgage or charge

All Indebtedness now or in the future due, owing or incurred (before or after a written demand from Barclays Bank Plc ("Bank")) by the Company in any manner including in each case all interest, commission, fees, charges, costs and expenses which the Bank may charge the Company in the course of business or incur in respect of the Company.

"Indebtedness" means any obligation for the payment or repayment by the Company to the Bank of money in any currency whether present or future, actual or contingent, joint or several, whether incurred as principle or surety or in any way whatever, whether or not the Bank was a party to the original transaction and including principal interest, commission, fees and other charges.

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

BARCLAYS BANK PLC
54 LOMBARD STREET
LONDON

Postcode EC2P 3AH

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

DLA
3 Noble Street
London
EC2V 7EE

Ref: JF/ad/JFM39502

Time critical reference

For official Use
Mortgage Section

Post room



0668
30/08/03

Short particulars of all the property mortgaged or charged

See attached schedule

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legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

None

Signed DUA

Date 29/8/03

On behalf of ~~company~~ [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 CF4 3UZ

COMPANY NAME: MCNICHOLAS CONSTRUCTION COMPANY LIMITED

COMPANY NUMBER: 468365

SCHEDULE TO FORM 395

The Company charges:

- by way of legal mortgage, all freehold and leasehold Land in England and Wales now vested in the Company and not registered at H.M. Land Registry;
- by way of fixed charge:
 - all freehold and leasehold Land in England and Wales now vested in the Company and registered at H.M. Land Registry;
 - all other Land which is now, or in the future becomes, the Company's property;
 - all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to the Company;
 - plant and machinery now or in the future attached to any Land and all rights and interests the Company may have under all present and future agreements relating to this plant and machinery;
 - all rental and other income and all debts and claims which are due or owing to the Company now or in the future under or in connection with any lease, agreement or licence relating to Land;
 - all the Company's Securities;
 - all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Company and all its rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them);
 - all the Company's goodwill and uncalled share capital for the time being;
 - all the Company's Intellectual Property, present and future, including any Intellectual Property to which it is not absolutely entitled or to which the Company is entitled together with others;
 - the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation of any Intellectual Property in any part of the world;

- all trade secrets, confidential information and knowhow owned or enjoyed by the Company now or in the future in any party of the world;
- all book and other debts now or in the future owing to the Company;
- all present and future rights and claims the Company may have against third parties, capable of being satisfied by the payment of money;
- the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Company as security;
- by way of floating charge:
 - all the Company's Assets which are not effectively charged by the fixed charges detailed above; and
 - without exception all the Company's Assets insofar as they are situated for the time being in Scotland.

The Company agrees that it shall not without the prior written consent of Barclays Bank PLC:

- create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking *pari passu* with or subject to, this floating charge);
- take any other step with respect to any of the Floating Charge Assets.

The following definitions are used:

‘Assets’ means, in relation to the Company, all its undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them;

‘Floating Charge Assets’ means, in relation to the Company, those of the Company's Assets that are for the time being comprised in the floating charge created by clause 3.1.3 of the Debenture, but only insofar as concerns that floating charge;

‘Intellectual Property’ means all patents (including supplementary protection certificates), utility models, trade marks (including service marks), domain names and rights in passing off, copyrights and rights in the nature of copyright, database rights, unregistered rights in designs, registered design rights and all other intellectual property rights and all extensions and renewals of and all applications for these rights in any part of the world;

‘Intellectual Property Rights’ means all and any of the Company's Intellectual Property and of the other rights, causes of action, interests and assets comprised in clause 3.1.2(i) of the Debenture;

'Land' includes freehold and leasehold land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

'Receivables' means, in relation to the Company, all sums of money receivable by the Company now or in the future consisting of or payable under or derived from any Assets referred to in clause 3.1.2 of the Debenture;

'Securities' means, in relation to the Company, all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person and all other investments (whether or not marketable) now or in the future owned by the Company (whether at law or in equity), including all interests in investment funds and all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise;

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00468365

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CROSS GUARANTEE AND DEBENTURE DATED THE 29th AUGUST 2003 AND CREATED BY MCNICHOLAS CONSTRUCTION COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th AUGUST 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th SEPTEMBER 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

P. Daw