



#### Crown Way Cardiff CF14 3UZ www.companieshouse.gov.uk

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This has been noted but unfortunately steps taken to rectify this were unsuccessful.

Companies House would like to apologise for any inconvenience this may cause.

## COMPANY INFORMATION SUPPLIED BY COMPANIES HOUSE

Companies House is a registry of company information. We carry out basic checks to make sure that documents have been fully completed and signed, but we do not have the statutory power or capability to verify the accuracy of the accuracy of the information that companies send to us. We accept all information that companies deliver to us in good faith and the information that companies send to us. We accept all information that companies send to us. the information that companies send to us, we accept all information that companies deliver to us in good ratin and place it on the public record. The fact that the information has been placed on the public record should not be taken placed that the Companies House has varied as a little to the control of the public record. to indicate that Companies House has verified or validated it in any way.

6.5

COMPANIES A

PARTICULARS of a Mortgage or Charge vicated by a Company registered in England.

Pursuant to section 95.

Insert the Name of the Company

2

SIR ROBERT MCALPINE & SONS

#### LIMITED

Nois.-The original instrument (if any) creating or evidencing the charge must be presented with these particulars within twenty-one days after the date of its creation. (See section 95 (1).) In certain cases a copy of the instrument creating or evidencing the charge verified or certified in the prescribed manner may be sent to the Registrar in place of the original instrument. (See section 95 (3) & (5) and clause 4 of the Companies (Forms) Order, 1949.)

Section 96 (2) of the Companies Act, 1948, provides that :-

If any company makes default in sending to the registrar for registration the perticulars of any charge created by the company or of the issues of debentures of a series requiring registration as aforesaid, then, unless the registration has been effected on the application of some other person, the company and every officer of the company who is in default shall be liable to a default fine of fifty pounds.

The fee payable on registration of a Mortgage or Charge is 10s. if the amount secured does not exceed £500, and £1 if it exceeds £200.

ented by-

Document Filer's Reference.

Messrs. Paisner & Co.

44 BEDFORD SQUARE

LONDON, W.C.1.

١

Form No. 47. (For fee see above)

THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED

191-192 Fleet Street, E.C.4; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1; 15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff; 19 & 21 North John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; and 157 Hope Street, Glasgow, C.2. PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

F13390.22-2-66

Companies 66

[P.T.O.

1748

Note.—This margin is reserved for binding and must not be written scross

196 9.

day of July

Dated the

<sup>(</sup>a) A description of the Instrument, e.g., "Trust Deed", "Mortgage", "Debenture", etc., as the case may be, should be given.

<sup>(</sup>b) The rate of interest payable under the terms of the Debentures should not be entered.

(4)

103, Addresses and Descriptions of the Mortgagees or Persons entitled to the Charge

Amount or rate per cent of the Commission, Allowance or Decount (if any) paid or made either directly of indirectly by the Company to any person in consideration of his sub-cribing or agreein toonbeethe, whether absolutely or conditionally, or procuring or agreeing to procure aubscriptions, whether absolute or e-inditional, for any of the Debeutures in-luded in this Return (b)

sworth Investments Limited, Royal Exchange use, City Square, Leeds.

Signature....

Designation of Position

in relation to Company SECRETARY

LANGE SHEET BRICK THEN IN

/ 🖄

OF BUREAU S. T.



# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

I hereby certify that a mortgage or charge dated the 31st July, 1969 d created by SIR ROBERT MCALPINE & SONS LIMITED for curing £1,500,000----

s registered pursuant to section 95 of the Companies Act, 1948, on 4th August, 1969.

Given under my hand at London the 7th August, 1969.

566823

1

Assistant Registrar of Companies

te 6 Dugus7.2.869

rtificate and instrument received by

THE COMPANIES ACT, 1948 (No Revenue Stump Duty chargeable)
TMAY 1971 (Pursuant to Section 100)
f the ony   STR ROBERT MCALPINE & SONS, Limited
TWE Edwin McAlpine
of 40 Bernard Street, London, W.C.1.
a Director of SIR ROBERT MCALPINE & SONS Limited
ε d DOUGLAS_BERNARD_JENNINGS
of 71, STRADBROKE GROVE, BUCKHURST HILL, ESSEX.
the Secretary thereof, do solemnly and sincerely declare that the particulars contained in the Memorandum of Satisfaction endorsed hereon are true to the best of our knowledge, information and belief.
And we make this solemn Declaration conscientiously believing the
same to be true and by virtue of the provisions of the Statutory
Declarations Act, 1835.  Lu h Muni
at 40 Bernand Shall
1. of day of Many

Before me,

17

A Commissioner for Oaths. (a)

housand nine hundred and Seventy

(a) Or Notary Public or Justice of the Peace.



дé.

Con Regi Feo mi imi

SIR ROBERT MCALPINE & SONS Limi	 ted
hereby gives notice that the registered charge being (b)	
MCRTGAGE - "NEWGATE HOUSE", L'EWGATE STREET,	
NEWCASTLE-UPON-TYNE	
of which particulars were registered with the Registrar of Compan	
on the (°) 4TH day of AUGUST 1969 was who	lly
satisfied on the 1ST day of FEBRUARY, 1971 the de	
for which the charge was given having been paid or satisfied.	
In witness whereof the common seal of the Company was hereun	to
affixed the Sith day of May 1971	
Ehn h 1/m Director	
Directo	r <b>i</b>
Secretar	
A description of the instrument(s) creating or evidencing the charge, e.g., "Mortgage "Charge," Debenture," etc., with the date thereof, should be given. If the registere charge was a "Series of Debentures" or "Debenture Stock," the words "authorise by resolution," together with the date of the resolution, should be added.  The date of registration may be confirmed from the Certificate of Registration and (exception of the case of a series of debentures) formation.	ed ed
in the case of a series of debentures) from the Registration Stamp affixed to the instrument(s) registered.	10
Presented by THE COMPANY	
Secretary and a construction of the constructi	

Number of 56(823 Company	m	83
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MIIG 7 JUL LN

Form No. 47 (No fee payable)

THE COMPANIES ACTS 1948 to 1967

REGISTERED

7 JUL1978

PARTICULARS of a Mortgage or Charge created by a Company registered in England.

Pursuant to section 95 of the Companies Act 1948.

Insert the Name of the Company

Sir Robert McAlpine and Sons Limited

#### LIMITED

Note.—The original instrument (if any) creating or evidencing the charge must be presented with these particulars within twenty-one days after the date of its creation. (See section 95 (1)). In certain cases a copy of the instrument creating or evidencing the charge verified or certified in the prescribed manner may be sent to the Registrar in place of the original instrument. (See section 95 (3) & (5) and clause 4 of the Companies (Forms) Order 1949.)

Section 96 (3) of the Companies Act 1948 provides that:—

If any company makes default in sending to the registrar for registration the particulars of any charge created by the company or of the issues of debentures of a series requiring registration as aforesaid, then, unless the gistration has been effected on the application of some other person, the company and every officer of the company who is in default shall be liable to a default fine of fifty pounds.

Presented by-

Presentor's Reference M. 8399/RMC

Coward Chance

Royex House, Aldermanbury Square

London EC2V 7LD

\$ 1615 x

7 JUL 1978

Oyez Publishing Limited, Oyez House, 237 Long Lane, London SE1 4PU, a subsidiary of Law Stationery Society, Limited.

Dated the 6th day of Sh

 $Z_{\mu}^{2}$ 

## Limited, a Company registered in England

Names, Addresses and Descriptions of the Mortgagees or Persons entitled to the Charge

(4)

Amount or rate per cent, of the Commission, Allowance or Discount (if any) patt or trade either directly or indirectly by the Company to any person in consideration of his subscribing or agreem to anterior be absolutely or conditionally, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the Debentures included in this Return (b)

(5)

Guinness Mahon and Company Limited 32 St. Mary at Hill London E.C.3.

Note.—This margin is reserved for binding and must not be written across

NIL

Designation \ of Position in relation

Come Chan

Signature .....





# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

I hereby certify that a mortgage or charge dated the 28th June 1978
and created by SIR ROBERT McALPINE & SONS LIMITED for securing all
monies due or to begong due from Danworth Development Company
Limited to the Charges winder the terms of a Loan Agreement dated
11th January 1978

was registered pursuant to section 95 of the Companies Act, 1948, on the 7th July 1978

Given under my hand at Cardiff the

~ 2 NOV 1979

Pan Habronn

No. 566823

Certificate and instrument received by	Assistant Registrar of Companie
***************************************	
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#### THE COMPANIES ACTS 1948 TO 1981

Memorandum of complete satisfaction of mortgage or charge





For official use

Company number

566823

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

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†A description of the instrument(s) creating or evidencing the charge, eg 'Mortgage', 'Charge', 'Debenture' etc, with the date thereof should be given.

‡Insert brief details of property

§The date of registration may be confirmed from the certificate of registration and (except in the case of a series of debentures) from the registration stamp affixed to strument(s)

For verification see overleaf

	McALPINE	

#### Particulars to be verified

Name of company

		gistered charge being [†
authorised by-resolution-dated	19	_*] secured on property ‡all sums
from time to time standing t	o the credit of $A/c$ No.	165/901/102 in the name of the
Company with Guttness Mah of which particulars were registe	on & Co. Ltd. red with the Registrar of C	Companies on § 7 July
19.78 was wholly satisfied on	13 November	1979the debt for which the
charge was given having been pa	old or esticfied	

The above-named company hereb			
authorised by resolution dated			
of which particulars were registered	ed with the Registra	r of Companies on §	
19was wholly satisfied on_		19the debt	for which the
charge was given having been pai	d or satisfied		

Pault.

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

For official use

Mortgage section

Post room



Time critical reference

page 1

witness whereof the common seal of the over of October 19_83	-	Seal of Company
gned Mershan	Directors	
Hindayo	_ }	

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Please complete legibly, preferably in black type bold block lav...ing

## Declaration verifying complete satisfaction of a mortgage or charge

Pursuant to section 100 of the Companies Act 1948

Name of company
SIR ROBERT McALPINE & SONS LIMITED
\$
We, PETER JOHN KERSHAW
of 22 Orchard Rise, Richmond, Surrey
a director of the above-named company
andANTHONY JOHN ROBERT RAYNES
the secretary thereof, do solemnly and sincerely declare that the particulars contained in the memorandum of satisfaction relating to one charges (insert number of charges) entered overleaf are true to the best of our knowledge, information and belief. And we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.
Declared at 13 Bedfard Raw  Landan WC 1  The day of October one
thousand nine hundred and eighty three

for Notary Pubers or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

A Commissioner for Oaths!

### **COMPANIES FORM No.395**



Pursuant to section 395 of the Companies Act 1985

Particulars of a mortgage or charge



Fleas do not write ਲ ਈਾ , margin To the Registrar of Companies

For official use

Company number

566823

Name of company

Sir Robert McAlpine Limited

(the "Company")

Date of creation of the charge

30th April 1993

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

Composite Guarantee and Debenture (the "Charge") made between (1)
Newarthill p.l.c, Sir Robert McAlpine (Trade Investments) Limited, Sir
Robert McAlpine Limited, Sir Robert McAlpine Construction Management
Limited, Sir Robert McAlpine Management Contractors Limited, Lee
Constructions Limited, Espeel Limited, Gee Joinery Limited, Marchmont

Amount secured by the mortgage or charge

All monies and liabilities which then were or at any time thereafter would become due owing or incurred to the Bank by the Company under or in connection with the Facilities or the Charge whether actually or contingently and whether at a time or in the future and whether solely or jointly with any other person and whether as principal or surety or in anyway whatsoever provided that the monies and liabilities which the Company thereby covenanted to pay and discharge would not include any monies and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974 unless specifically agreed in writing between the Company and the Bank; on a full and unlimited indemnity basis all costs charges losses expenses and other sums mentioned in clause 18 of the Charge; and interest to the date of discharge on all sums payable and liabilities to be discharged under any of the provisions of the Charge.

**3**50

Name(s) and address(es) of the mortgagee(s) or person(s) entitled to the charge

Clydesdale Bank Public Limited Company 30 St Vincent Place Glasgow G1 2HL

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

Cameron Markby Hewitt

Sceptre Court 40 Tower Hill

London EC3N 4BB

JAM/PXB/X2727/98

Time critical reference

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For official Use Mortgage Section

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Post room

- 6 MAY 1993 L C LOUSE

Companies Form M395
Release 2.01

CompuForms® Tel (0689) 860000

Page 1 of 2 0055

- By way of legal mortgage all the freehold or leasehold property specified in Schedule 3 to the Charge subject to the prior mortgages referred to in Part I of Schedule 6 to the Charge. See below for details.
- 2. By way of first fixed equitable charge subject to the existing charges detailed in Schedule 6 to the Charge:
- all shares stocks and other securities (except shares stocks and securities in any company incorporated other than in the United Kingdom which is a Subsidiary of the Parent) held by the Company from time to time and any rights to the acquisition of any such shares stocks or securities;
- 2.2 all rights and interests of the Company in and claims under all policies of insurance and assurance relating to Mortgaged Assets now or hereafter held or inuring to the benefit of the Company;
- 2.3 all uncalled capital and goodwill for the time being of the

Particulars as to commission a	allowance or	discount
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NIL

Signed Camera Markby Hemit

Date Sinuaupps

On behalf of [conpany) [mortgagee / chargee] †

† Delete as appropriete

#### **Notes**

- 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.
- 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 This form should be addressed to:

Mortgage Section PO Box 716 Companies House Crown Way CARDIFF CF4 3YA

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Companies Form M395 Release 2.01

CompuForms® Tel (0689) 860000

Page 2 of 2 0055

### COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (300 1) Jont.)

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## Particulars of a mortgage or charge (continued)

Continuation sheet No.	1
to Form No 395 and 41	0 (Scot)

Company number	er		
566823			

Name of company

\* Delete if inappropriate Sir Robert McAlpine Limited

(the "Coroany")

Description of the instrument creating or evidencing the mortgage or charge (continue

(no(+2)

Properties Limited, Colquy Holdings Limited, Herbrand Investment.

Limited, Brickworth Developments Limited, Abacus Developments Limited, Aracus Projects Limited, Abacus Investments Limited, McAlpine Aviation Limited, McAlpine Helicopters Limited, Operational Support Services Limited, Renewable Energy Systems Limited, Ringmoors Properties Limited, Vertical Axis Wind Turbines Limited, Ninegrade Limited, River Road Investments Limited, Sir Robert McAlpine (CTI) Limited, Sir Robert McAlpine (Holdings)

Limited, Aquae Sulis Limited and McAlpine Air Services Limited and (2)

Clydesdale Bank Public Limited Company (the "Bank")

All or, as the case may be, any part of each Principal's present or future indebtedness to the Bank on any account (notwithstanding that there may be a credit balance on any other account) and all the other liabilities of each Frincipal whatever and wherever to the Bank, (including without limitation under bills of exchange, promissory notes, guarantees and indemnities, documentary or other crdits or any instruments whatsoever from time to time entered into by the Bank for or at the request of each Principal) under or in connection with the Facilities or the Charge whether actual or contingent and whether or not matured or accrued due and whether incurred solely, severally or jointly with any other person and whether as principal or surety, in whatever currency, and also including (if occurring and again without limitation and without prejudice to any other provision hereof) any advances or accommodations made by the Bank to or purportedly to or on behalf of each Principal after such Principal has gone into administration or liquidation but before the Bank has received actual (as opposed to deemed or constructive) notice of such administration or liquidation; and interest, commission, bank charges and any other costs, charges and expenses (on a full indemnity basis), charged or incurred by the Bank in connection with all such indebtedness and liabilities.

#### "Facilities" means:

- (i) the facility letter dated 21st April 1993 made between the Parent and the Bank; and
- (ii) the facility letter dated 21st April 1993 made between Sir Robert McAlpine (Trade Investments) Limited and the Bank; and
- (iii) the facility letter dated 21st April 1993 made between Sir Robert McAlpine Limited and the Eank; and
- (iv) any other document designated as such by any Company and/or the Parent and the Bank for the purpose of the Charge;
  - in each case as the same may from time to time be amended, supplemented or novated

#### "Principal" means

any company named in Schedule 1 to the Charge or any company included within the Charge by virtue of Clause 24 of the Charge or any of McAlpine Humberoak Group Limited (Co.No.SC67694), McAlpine Humberoak Limited (Co.No.SC58692) or Humberoak Personnel Services Limited (Co.No.SC62399) insofar only as it owes moneys or incurs liabilities to the Bank whether as a principal debtor or as surety or otherwise.

Please de not write in this binding margin	N ames, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)
:	

#### Company;

- 2.4 all patents patent applications trade marks trade names registered designs copyrights licences and similar rights for the time being of the Company and present or future agreements relating to the use by the Company of any intellectual property rights and all present or future agreements under which the Company is entitled to the payment of any royalty or similar income; and
- 2.5 the Charged Debts.
- 3. By way of floating charge subject to the existing charges detailed in Schedule 6 all the property assets and undertaking of the Company both present and future not subject to a fixed charge under the Charge.
- NOTE: The Company covenanted with the Bank that it would not without the prior written consent of the Bank:
- 1. create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect all or any of the Charged Debts; or
- create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or over all or any part of the Charged Assets except for:
- (a) existing charges so detailed in Schedule 6 to the Charge; or
- (b) encumbrances arising by operation of law; or
- (c) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of the Company's business in respect of indebtedness which either (i) has been due for less than 30 days or (ii) is being contested in good faith; or
- (d) pledges of goods, the related documents of title and/or other related documents arising or created in the ordinary course of the Company's business as security only for indebtedness to a bank or financial institution directly relating to the goods or documents on or over which that pledge exists;
- (e) security arising out of title retention provisions in a swiller's standard conditions of supply of goods acquired by the Company in the ordinary course of its business;
- (f) for the avoidance of doubt, licences or tenancies where consent is not required pursuant to clause 5.10 of the Charge.
- 3. part with sell or dispose of all or (except in the ordinary course of its business and for the purpose of carrying on the same) any of the Charged Assets which are subject to a fixed charge save that a sale or disposal of any of the Mortgaged Assets may proceed without the prior written consent of the Bank provided always that such sale or disposal is at market value or above in money or money's worth and (where applicable) is for a consideration not less than that set out in Part III of Schedule 3 to the Charge.

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### COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot) (Cont.)

## Particulars of a mortgage or charge (continued)

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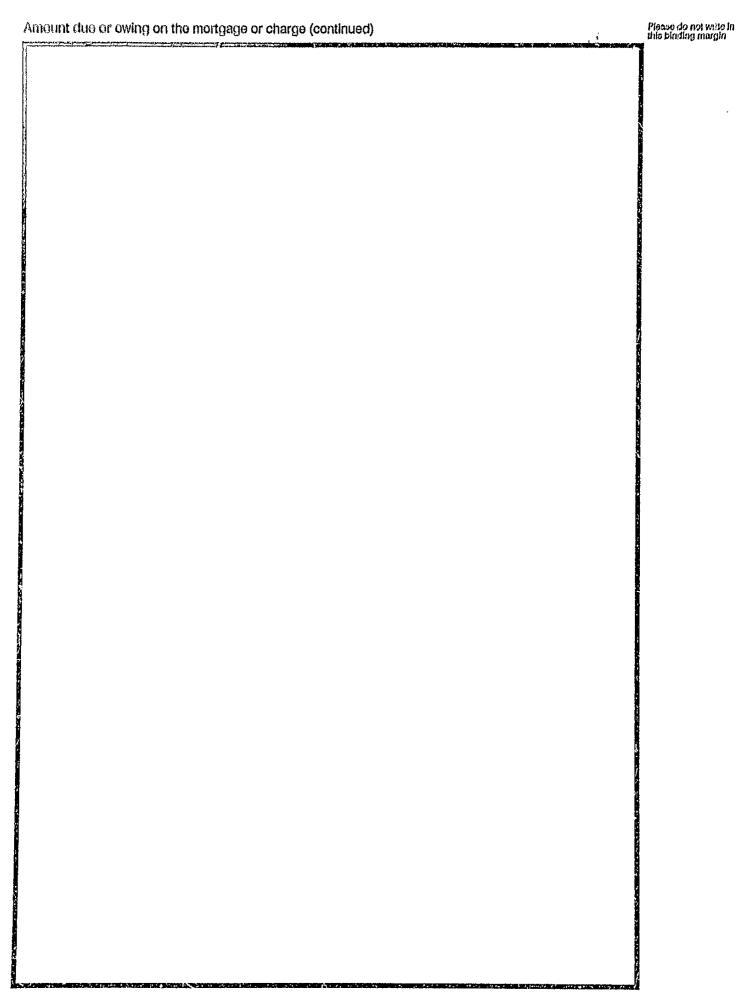
Continuation sheet No 2 to Form No 395 and 410 (Scot)

Company number
566823

\* Delete if inappropriate

Name of company Sir Robert McAlpine Limited (the "Company")

scription of the instrument creating or evidencing the mortgage or charge (continued)	(note 2)
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#### Mortgaged Assets"

means the freehold or leasehold property at any time subject to a legal mortgage in favour of the Bank.

#### "Charged Assets"

means the property assets and undertaking for the time being of each of the Companies which are subject to the charges contained in the Charge other than the Charged Debts and references to the Charged Assets shall include reference to all or any of them.

#### "Charged Debts"

means all book debts and other debts now and from time to time hereafter due owing or incurred to each of the Companies other than the Excluded Debts and such other debts as the Bank may from time to time specifically agree in writing to exclude from the first fixed charge contained in clause 4.2.5 of the Charge.

#### "Companies"

means the companies named in Schedule 1 to the Charge (or other the companies or company for the time being included within or excluded from the expression "Companies" by virtue of clauses 24 and 25 of the Charge) and such expression includes each or any of them severally.

#### "Excluded Debts"

#### means:

- (a) all debts owing to any of the Companies by any of the Pawent and its Subsidiaries;
- (b) the right title and interest of Renewable Energy Systems Limited to any of the Junior Debt referred to in Schedule 7 to the Charge.

#### "Holding Company" and "Subsidiary"

have the meanings respectively given to them by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989 or any other statutory modification or re-enactment thereof.

#### "Parent"

()

means Newarthill p.l.c. or another Holding Company for the time being of the Companies.

#### Schedule of Mortgaged Assets referred to in M395 for Sir Robert McAlpine Limited (Company Number 566823)

- 1. All that freehold property at Pytchley road, Kettering in the County of Northamptonshire described in a Conveyance dated 6 November 1969 between (1) Robert John Dixon and (2) Sir Robert McAlpine & Sons Limited and in a Conveyance dated 22 January 1970 between (1) The Boughton Estates Limited and (2) Sir Robert McAlpine & Sons Limited
- 2. All that freehold property known as Fryth Hay, Hempstead Road, Bovingdon as is registered at H M Land Registry with Title Absolute under Title Number HD275428
- 3. All that freehold property being a Laboratory Building and Land at Hayes Industrial Park, Dawley Road, Hayes, Middlesex as is comprised in a Transfer dated 29th September 1991 and made between Sir kobert McAlpine (Trade Investments) Limited (1) Herbrand Investments Limited (2) Sir Robert McAlpine Limited (3) and currently subject to first registration at H M Land Registry and allocated with Title Number AGL35260
- 4. All that freehold property known as 6 St.Georges Way, Leicester as is registered at H M Land Registry with Title Absolute under Title Numbers LT9290, LT9256 and LT40148

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## CENTERCATE OF THE REGISTRATION

### OF A MORTGAGE OR CHARGE

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

T hereby contify that a mortgage or charge dated the 30th APRIL 1993 and created by SIR ROBERT MCALPINE LIMITED

for securing all moneys now due, or hereafter to become due, or from time to time accruing due from the company and/or all or any of the other companies named therein to CLYDESDALE BANK PUBLIC LIMITED CCMPANY UNDER THE TERMS OF "THE FACILITIES" (AS DEFINED) OR THIS CHARGE

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 6th MAY 1993

Given under my hand at the Companies Registration Office,

Cardiff the 12th MAY 1993

No. 566823

an authorised officer

M. Chaster.

C.69a(X3)



Please do not write in this margin

#### COMPANIES FORM No. 395

Party, ulars of a charge

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies (Address overleaf - Note 5) Please complete

For official use Company number

566823

legibly, p.eferably in black type, or bold block lettering

\* insert full name company

Name of company

Sir Robert McAlpine Limited

Date of creation of the charge

能 May 1993

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

Standard Security

Amount secured by the charge

All sums due and to become due to Clydesdale Bank PLC by Sir Robert McAlpine Limited by virtue of the Composite Guarantee and Debenture dated 30th April 1993 and made between Newarthill plc incorporated under the Companies Acts (Company Number 1050970) and having their registered office at 40 Bernard Street, London and the companies listed in the schedule contained in the continuation sheet hereto and Clydesdale Park PLC and/or by virtue of or in correction with the Facilities (as defined in the said Composite Guarantee and Debenture) either solely or jointly with any person or persons or corporation, company, firm or other body and whether as principal or surety

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

Clyresdale Bank PLC (Company Number SC1111) having its registered office at 30 St Vincent Place, Glasgow

Postcode

CI 2HL

Presentor's name address and reference (if any): SR/ASD/1C AVI 240

Morton Fraser Millicen WS 18 York Place **EDINBLRCH** 

For official Use Mortgage Section

Post room

19MAY 1393

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COMMANIES HOUSE!

Time critical reference

Page 1

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Particulars as to commission allowance or discount (note 3)

None

3igned ///2 /- ///

Date

18th May 1993

On behalf of [company][chargee]t

† delete as appropriate

#### Notes

- 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.
- ? A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 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.

If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ



**COMPANIES FORM No. 398** 

### Certificate of registration in Scotland or Northern Ireland of a charge comprising property situate there



Please do not

Pursuant to section 398(4) of the Companies Act 1985

this margin		
Please complete	To the Registrar of Companies	Company number
legibly ~ crerebly in black type, or	(Address overleaf)	566823
bold block lettering	Name of company	
* insert full name of company	* Sir Robert McAlpine Limited	
	Ian Guy Alfred Haigh	
	of Morton Fraser Milligar MF 1 (maxing o	Ldinburgh
	certify that the charges being Standard Security by	/ Sir Robert McAlpine Limited
§ give date and parties to charge	in favour of Clydesdale Bank PLC dated 30th	•
		····
	of which a true copy is annexed to this form was presented	for registration on1919
† delete es appropriate	in [Scotland] (N <del>orthern Ireland</del> ]†	
	<b>,</b>	,
	Signed M. C. A. /hing/ Agents for Clydesdale Bank PLC	<b>Date</b> 18th May 1993
	Constitution and Constitution	

Presentor's name address and reference (if any): Morton Fraser Milligan WS 18 York Place

Ref: SR/ASD/16 AVI 240

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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## Particulars of a mortgage or charge (continued)

Continuation sheet No \_\_\_\_\_\_to Form No 395 and 410 (Scot)

		to Form No 395 and 410 (Scot)
Please complete		Company number
Please complete legibly, preferably in black typa, or bold block lettering	Name of community	568323
bold block lettering	Name of company	
*delete if	Sir Robert McAlpine Limited	Limited*
inappropriate	Description of the instrument creating or evidencing th	
	Description of the institution Cleaning of evidencing th	a filorityaya or charge (continued) (note2)
		V.
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ORDAM & SOMS LIMITED ORDAN HOUSZ RUNSWICK PLACE ONDON NI 6EE ELEPHONE 01 253 3030 ELEX 261010		
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The schedule referred to in the foregoing	Form 395:-	•
(The Companies)	Company	Registered
<u>Name</u>	<u>Number</u>	Office
Newarthill p.1.c.	1050970	40 Bernard Street London
Sir Robert McAlpine (Trade Investments) Limited	1389155	40 Bernard Street, London
Sir Robert McAlpine Limited	566823	Eaton Court, Maylands Avenue, Hemel Hempstead
Sir Robert McAlpine Construction Menagement Limited	1141250	Eaton Count, Maylands Avenue, Himel Hampstead
Sir Robert McAlpine Menagement Contractors Limited	1157770	Eaton Court, Maylands Avenue, Hemel Hempstead
Lee Constructions Limited	453950	la Heanor Road, Smalley, Derbyshire
Espeel Limited	1488222	58 Highbury Grove, London
Gee Joinery Limited	1615045	la Heanor Road, Smalley, Derbyshire
Marchmont Properties Limited	641816	115 Park Street, London
Colguy Holdings Limited	619627	115 Park Stræt, London
Herbrand Investments Limited	999152	115 Park Street, London
Brickworth Developments Limited	777501	115 Park Street, London
Abacus Developments Limited	1038942	115 Park Street, London
Abacus Projects Limited	1460919	115 Park Street, London
Abacus Investments Limited	1451783	115 Park Street, London
McAlpine Aviation Limited	1378008	40 Bernard Street, London
McAlpire Helicopters Limited	1164090	40 Bernard Street, London
Operational Support Services Limited	2263711	115 Park Street, London
Reneweble Energy Systems Limited	1589961	Eaton Court, Maylands Avenue, Hemel Hempstead
Ringmoors Properties Limited	1039750	40 Bernard Street, London
Vertical Axis Wind Turbines Limited	1731163	Eaton Court, Maylands Avanue, Hamel Hampstead
Ninegrade Limited	1500304	58 Highbury Grove, London
River Road Investments Limited	534950	115 Park Street, London
Sir Robert McAlpine (CTI) Limited	639472	40 Bernerd Street, Limited
Sir Robert McAlpine (Holdings) Limited	2754943	Eaton Court, Maylands Avenus, Hemel Hampstead
Aquae Sulis Limited	1761871	115 Park Street, London
McAlpine Air Services Limited	1887965	40 Bernerd Street, London

Names, addressee and descriptions of the mortgagees or persons entitled to the charge (continued) કામલાઇલ ત્યલદીય જ્યાલ છે લાલ જિલ્લામાં લાલ Places complete legibly,profetably la plack type, or bold block lettering

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a Standard Security which was presented for registration in Scotland on the 6th MAY 1993 and created by SIR ROBERT MCALPINE LIMITED for securing all moneys due or to become due from the Company to CLYDESDALE BANK PLC by virtue of the Composite Guarantee and Debenture dated 30th APRIL 1993 was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 19th MAY 1993.

Given under my hand at the Companies Registration Office, Cardiff the 24th MAY 1993.

NO. 566823 POST 245 97

JENNIFER V. EVANS

an authorised officer

C.69d(Rev)

#### COMPANIES FORM No.395



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

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\* Full name of company

### Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

101 104 Cm 10 To the Registrar of Companies

Name of company

Sir Robert McAlpine Limited (the "Company")

Data of creation of the charge

29th April 1994

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

Deed dated 29th April 1994 supplemental to a Composite Guarantee and Debenture dated 30th April 1993 (the "Charge") and made between (1) Clydesdale Bank Public Limited Company (the "Bank") (2) McAlpine Helicopters Limited ("Helicopters") and (3) Newarthill p.l.c, Sir Robert McAlpine (Trade Investments) Limited, Sir Robert McAlpine Limited, Sir

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Amount secured by the mortgage or charge

By the Supplemental Deed the Charge was amended so that (inter alia) the security created by the Charge became continuing security to the Bank for:-

(1) All monies and liabilities at any time due owing or incurred to the Bank by the Company whether actually or contingently and whether at the date of or after the Charge and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever provided that the monies and liabilities which the Company thereby covenanted to pay and discharge would not include any monies and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974 unless specifically agreed in writing between the Company and the Bank; on a full and unlimited indemnity basis all costs charges losses expenses and other sums mentioned in clause 18 of the Charge; and interest to the date of discharge on all

Name(s) and address(es) of the mortgagee(s) or person(s) entitled to the charge

Clydesdale Bank Public Limited Company 30 St Vincent Place Glasgow G1 2HL

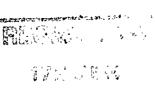
Presentor's name address and reference (if

Cameron Markby Hewitt Sceptre Count 40 Tower Hill London EC3N 4BB

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For official use Mortgage Section



Post room

Company number

566823

CompuForms® Tel (0689) 860000

Companies Form M395

Page 1 of 2

By way of legal mortgage and the freehold or leasehold property specified in Schedule 3 to the Charge subject to the prior 1. mortgages referred to in Furt I of Schedule 6 to the Charge. See below for details.

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- By way of first fixed equitable charge subject to the existing 2. charges detailed in Schedule 6 to the Charge:
- all shares stocks and other securities (except shares stucks and securities in any company incorporated other than in the United 2.1 Kingdom which is a Subsidiary of the Parent) held by the Company from time to time and any rights to the acquisition of any such shares stocks or securities;
- "I rights and interests of the Company in and claims under all es of insurance and assurance relating to Mortgaged Assets 2.2 whereafter held or inuring to the benefit of the Company;
- all uncalled capital and goodwill for the time being of the

Particulars as to commission allowance or discount (note 3)

NIL

Signed Cameran Handes Hault

Date 1614 May 1994

On behalf of [company][mortgagee/chargee] †

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 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 which the United Kingdom (section 398). A copy of the instrument creating the charge will be 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 accepted where the property charged is situated and the charge was created outside the United accepted where the property charged is situated and the charge was created outside the United accepted where the property charged is situated and the charge was created outside the United accepted where the property charged is situated and the charge was created outside the United accepted where the property charged is situated and the charge was created outside the United accepted where the property charged is situated and the charge was created outside the United accepted where the property charged is situated and the charge, the charge was created and the charge with due to the charge will be received in the United Kingdom (section 398). A copy of the instrument creating the charge will be received in the United Kingdom (section 398). A copy of the instrument creating the charge will be received in the Charge will be companied by a created outside the United Kingdom (section 398). A copy of the instrument creating the charge will be received in the Charge will be companied by a created outside the United Kingdom (section 398).
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- In this sect on 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.
- If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF4 3UZ

### COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot) (Cont.)

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## Particulars of a mortgage or charge (continued)

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

Company	number
566823	

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Sir Robert McAlpine Limited (the "Company")

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

Robert McAlpine Construction Maragement Limited, Sir Robert McAlpine Management Contractors Limited, Iee Constructions Limited, Espeel Limited, Gee Joinery Limited, Marchmont Properties Limited, Colguy Holdings Limited, Herbrand Investments Limited, Erickworth Developments Limited, Abacus Developments Limited, Abacus Projects Limited, Abacus Investments Limited, McAlpine Aviation Limited, Operational Support Services Limited, Renewable Energy Systems Limited, Ringmoors Properties Limited, Vertical Axis Wind Turbines Limited, Ninegrade Limited, River Road Investments Limited, Sir Robert McAlpine (CTI) Limited, Sir Robert McAlpine (Holdings) Limited, Aquae Sulis Limited and McAlpine Air Services Limited (the "Supplemental Deed").

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(2) All or, as the case may be, any part of each Principal's (see definition below) present or future indicatedness to the Bank on any account (notwithstanding that there may be a credit balance on any other account) and all the other liabilities of each Principal whatever and wherever to the Bank, (including without limitation under bills of exchange, promissory lites, quarantees and indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by the Bank for or at the request of each Principal) whether actual or contingent and whether or not matured or accrued due and whether incurred solely, severally or jointly with any other rerson and whether as principal or surety, in whatever currency, and also including (if occurring and again without limitation and without prejudice to any other provision hereof) any advances or accommodations made by the Bank to or purportedly to or on behalf of each Principal after such Principal has gone into administration or liquidation but before the Bank has received actual (as opposed to degmed or constructive) notice of such administration or liquidation; and interest, commission, bank charges and any other costs, charges and expenses (on a full indemnity basis), charged or incurred by the Bank in connection with all such indebtedness and liabilities.

NOTE 1: By the Supplemental Deed the Humberoak Group, comprising McAlpine Humberoak Group Limited (Company Number SC67694), McAlpine Humberoak Limited (Company Number SC58692) and Humberoak Personnel Services Limited (Company Number SC62399), was removed from the definition of "Principal" in the Charge such that the Humberoak Group would no longer be included as a Principal for the purposes of the Charge and the definition of "Principal" was thereby amended to include:

"any company named in Schedule 1 to the Charge or any company included within the Charge by virtue of Clause 24 of the Charge, insofar only as it owes monies or incurs liabilities to the Bank whether as a principal debtor or as surety or otherwise."

NOTE 2: By the Supplemental Deed, Helicopters was removed:

- (a) as a Company (as defined in the Charge and set out below) for the purposes of Clause 3 and Schedule 2 of the Charge; and
- (b) as a Guarantor (as defined in the Charge and set out below) for the purposes of all relevant provisions of the Charge;

but remained one of the "Companies" and a "Principal" for all other purposes of the Charge, the result of which is that Helicopters no longer guarantees the present and future indebtedness of any of the Companies (as defined in the Charge) to the Bank although the present and future indebtedness of Helicopters to the Bank continues to be guaranteed by the other Companies (as defined in the Charge). Helicopters also agreed and confirmed that the charges created by Clause 4 of the Charge would remain in full force and effect as continuing security for the Secured Amounts (as defined below) which are payable by it pursuant to the Charge as amended by the Supplemental Deed.

NOTE 3: By the Supplemental Deed the parties agreed that the Charge would remain in full force and effect (as amended by the Supplemental Deed) as a continuing security with regard to all the property and assets of the Continuing Guarantors (as defined in the Supplemental Deed and set out below) and Helicopters, intended to have been charged by the Charge as continuing security for the Secured Amounts.

Company;

all patents patent applications trade marks trade names registered designs copyrights licences and similar rights for the time being of the Company and present or future agreements relating to the use by the Company of any intellectual property rights and all present or future agreements under which the Company is entitled to the payment of any royalty or similar income; and

2.5 the Charged Debts.

- 3. By way of floating charge subject to the existing charges detailed in Schedule 6 all the property assets and undertaking of the Company both present and future not subject to a fixed charge under the Charge.
- NOTE: The Company covenanted with the Bank in the Charge that it would not without the prior written consent of the Bank:
- create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect all or any of the Charged Debts; or
- create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or over all or any part of the Charged Assets except for:
- (a) existing charges so detailed in Schedule 6 to the Charge; or
- (b) encumbrances arising by operation of law; or
- (c) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of the Company's business in respect of indebtedness which either (i) has been due for less than 30 days or (ii) is being contested in good faith; or
- (d) pledges of goods, the related documents of title and/or other related documents arising or created in the ordinary course of the Company's business as security only for indebtedness to a bank or financial institution directly relating to the goods or documents on or over which that pledge exists;
- (e) security arising out of title retention provisions in a supplier's standard conditions of supply of goods acquired by the Company in the ordinary course of its business;
- (f) for the avoidance of doubt, licences or tenancies where consent is not required pursuant to clause 5.10 of the Charge.
- 3. part with sell or dispose of all or (except in the ordinary course of its business and for the purpose of carrying on the same) any of the Charged Assets which are subject to a fixed charge save that a sale or disposal of any of the Mortgaged Assets may proceed without the prior written consent of the Bank provided always that such sale or disposal is at market value or above in money or money's worth and (where applicable) is for a consideration not less than that set out in Part III of Schedule 3 to the Charge.

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## Companies form No. 365 (Cont.) and form No. 410 (Scot) (Cont.)

## Particulars of a mortgage or charge (continued)

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

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	lame of company Sir Robert McAlpine Limited (the "Company")		
		arge (continued)	(note 2)
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atinitions used herein and defined in the Charge

"Companies" means the companies named in Schedule 1 to the Charge (or other the companies or company for the time being included within or excluded from the expression "Companies" by virtue of clauses 24 and 25 of the Charge) and such expression includes each or any of them severally and "Company" means one of the Companies.

"Guarantor" means any Company insofar only as it (by the Charge or the Supplemental Deed or any other deed executed supplemental to the Charge) covenants to pay or discharge moneys and liabilities due owing or incurred from or by the Companies (as defined in the Charge) other than itself to the Bank.

"Secured Amounts" means the monies and liabilities which the Companies covenanted in Clauses 2 and 3 of the Charge (as amended by the Supplemental Deed) to pay and discharge and references to the Secured Amounts shall include references to any of them.

Definitions used herein and defined in the Supplemental Deed

"Continuing Guarantors" means the companies whose names, company numbers and registered offices are set out in Part II of the Schedule to the Supplemental Deed

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Hartgaged Assets"

means the freehold or leasehold property at any time subject to a legal mortgage in favour of the Bank.

"Charged Assets"

means the property assets and undertaking for the time being of each of the Companies which are subject to the charges contained in the Charge other than the Charged Debts and references to the Charged Assets shall include reference to all or any of them.

"Charged Debts"

means all book debts and other debts now and from time to time hereafter due owing or incurred to each of the Companies other than the Excluded Debts and such other debts as the Bank may from time to time specifically agree in writing to exclude from the first fixed charge contained in clause 4.2.5 of the Charge.

"Excluded Debts"

means:

- all debts owing to any of the Companies by any of the (a) Parent and its Subsidiaries;
- the right title and interest of Renewable Energy Systems (b) Limited to any of the Junior Debt referred to in Schedule 7 to the Charge.

"Holding Company" and "Subsidiary"

have the meanings respectively given to them by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989 or any other statutory modification or re-enactment thereof.

"Parent"

means Newarthill p.l.c. or another Holding Company for the time being of the Companies.

For the avoidance of doubt the property described above was charged pursuant to the Charge. No new charges were created by the Supplemental Deed.

## Schedule of Mortgaged Assets referred to in M395 for Sir Robert McAlpine Limited (Company Number 566823)

- 1. All that freehold property at Pytchley road, Kettering in the County of Northamptonshire described in a Conveyance dated 6 November 1969 between (1) Robert John Dixon and (2) Sir Robert McAlpine & Sons Limited and in a Conveyance dated 22 January 1970 between (1) The Boughton Estates Limited and (2) Sir Robert McAlpine & Sons Limited
- 2. All that freehold property known as Fryth Hay, Hempstead Road, Bovingdon as is registered at H M Land Registry with Title Absolute under Title Number HD275428
- 3. All that freehold property known as 6 St.Georges Way, Leicester as is registered at H M Land Registry with Title Absolute under Title Numbers LT9290, LT9256 and LT40148

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00566823

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED DATED THE 29th APRIL 1994 AND CREATED BY SIR ROBERT MCALPINE LIMITED FOR SECURING AND AMENDING A COMPOSITE DEBENTURE DATED 30th APRIL 1993 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th MAY 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th MAY 1994.

PHIL DAVIES

for the Registrar of Companies