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\* 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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

02219481

COMPANIES HOUSE

Name of company

\* Vanstons Commercial Limited

Date of creation of the charge

9<sup>th</sup> September 2006

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

Legal Charge

Amount secured by the mortgage or charge

The Company covenants with Anglo Irish Bank Corporation plc ("the Bank") that the Company will pay to the Bank or discharge all Secured Liabilities due owing or incurred to the Bank by Marsh & Parsons Limited or the Company, or for which Marsh & Parsons Limited or the Company shall be liable on the due date or dates for payment or discharge or in the absence of an agreed or specified due date immediately on demand by the Bank. If Marsh & Parsons Limited or the Company fails to pay to the Bank or to discharge any Secured Liability for which it is liable when due Marsh & Parsons Limited or the Company shall pay to the Bank on demand interest on such Secured Liability at the Default Rate in the case of Expenses from the date on which the relevant Expense was incurred and in the case of any other Secured Liability from the date on which the Secured Liability became due until payment or discharge (both before and after judgement) which interest shall accrue from day to day and may be compounded in accordance with the usual practice of the Bank to the extent that it shall remain unpaid.

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

Anglo Irish Bank Corporation Plc, 18/21 St Stephen's Green, Dublin 2, Ireland

Postcode

Presentor's name address and  
reference (if any):  
GORDONS SOLICITORS  
Winter Hill House, Marlow  
Reach, Station  
Approach, Marlow, Bucks SL7 1NT  
GS/19929

For official Use (02/00)  
Mortgage Section



Time critical reference

A46 \*A80FFIUR\* 409  
COMPANIES HOUSE 15/09/2006

Short particulars of all the property mortgaged or charged

see continuation sheet

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legibly, preferably  
in black type, or  
bold block  
lettering**

Particulars as to commission allowance or discount (note 3)

Signed

Date 14<sup>th</sup> September 2006

On behalf of mortgagee<sup>†</sup>

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

Notes

<sup>†</sup> 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

Company number

02219481

Name of company

\* insert full name  
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\* Vanstons Commercial 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)

Company number

02219481

Name of company

\* insert full name  
of company

\* Vanstons Commercial 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

\* Vanstons Commercial Limited

## Addendum 4/4

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

1.1 The Company with full title guarantee and as continuing security for the payment and discharge of the Secured Liabilities charges in favour of the Bank (for itself and any member of the Bank Group):

(a) by way of legal mortgage all right title estate and other interests of the Company in the Property referred to in the Schedule to the Legal Charge;

(b) by way of fixed charge:

(i) all right title estate and other interests of the Company in the Property not effectively mortgaged under paragraph 1.1(a);

(ii) all the right, title and interest of the Company to and in all plant and machinery now or at any time hereafter vested in or held by or on behalf of the Company and not charged in paragraph 1.1(a) and all related spare parts fuels equipment and tools;

(iii) all rights in Intellectual Property or similar rights now or hereafter belonging to the Company;

(iv) all present and future goodwill and uncalled capital for the time being of the Company;

(v) all the present and future right title and interest of the Company in the Securities;

(vi) all bills of exchange promissory notes and negotiable instruments of any description now or at any time hereafter beneficially owned by the Company;

(vii) all the right title and interest of the Company to and in the Debts and the benefit of all rights securities and guarantees of any nature whatsoever now or at any time enjoyed or held by the Company;

1.2 The Company with full title guarantee and as continuing security for the payment and discharge of the Secured Liabilities charges in favour of the Bank by way of fixed charge all Rental Income present or future and whether payable now or in the future and the proceeds of any sale lease or other disposition of the Property and all rights and claims of the Company against all lessees, sub-lessees, licensees or occupiers of the Property and all guarantors and sureties for the obligations of any such person or other third parties in relation to the Property now or in the future existing and capable of being satisfied by the payment of money provided that nothing in this sub-clause shall constitute the Bank as a mortgagee in possession.

1.3 The Company shall at any time on written demand by the Bank procure that the Rental Income shall be paid directly to its account with the Bank (or such other account as the Bank may from time to time direct) and the Company shall forthwith upon any such demand so instruct its lessees and occupiers of the Property by notice in writing. Following any such demand until such payment the Company shall hold all Rental Income on trust for the Bank.

1.4 The Company with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities assigns absolutely to the Bank:

(a) the benefit to the Company of all rights and claims to which the Company is now or may in the future become entitled in relation to the Property including (but without limitation) all rights and claims of the Company against all persons who now are or who at any time have been or may become lessees sub-lessees licensees or occupiers of the whole or any part or parts of the Property and all guarantors and sureties for the obligations of any such person;

(b) the benefit to the Company of all guarantees warranties and representations given or made by, and any rights or remedies to which the Company is now or may in the future be entitled against, all or any professional advisers and contractors in relation to the Property and the manufacturers suppliers or installers of all plant machinery fixtures fittings or other items now or from time to time in the buildings erected or to be erected on the Property and any other person now or from time to time under contract with or under a duty to the Company including (without limitation) the right to prosecute in the name of the Company any proceedings against any such person in respect of any act omission neglect default breach of contract or breach of duty whether relating to the design construction inspection or supervision of the construction of any of the said buildings or to the quality or fitness for use of such plant machinery fixtures fittings and other items or otherwise and the benefit of all sums recovered in any proceedings against all or any of such persons;

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(c) all its rights under any agreement or arrangement entered into now or in the future by the Company with any persons for the purpose of or in connection with the fixing, capping or hedging of the rate of interest payable by the Company in respect of any borrowing or indebtedness and any right or option to enter into any such agreement or arrangement;

provided that if the Secured Liabilities shall be paid or discharged to the Bank's satisfaction in accordance with the provisions of the Legal Charge and provided further that the Bank is satisfied that it has no further obligation whether actual or contingent to make any credit or accommodation available to the Company and/or the Buyer then the Bank shall, at the request and cost of the Company, reassign all such assets to the Company or as the Company may direct.

1.5 The Company with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities charges in favour of the Bank by way of floating charge all the undertaking and all the assets, rights and income of the Company both present and future not otherwise effectively mortgaged charged or assigned under paragraph 1.1, paragraph 1.2 or paragraph 1.4

1.6 The Company covenants to join with the Bank in giving notice of the assignments contained in paragraph 1.4 to all other relevant parties and to procure an acknowledgement of such notice from them.

1.7 If for any reason the assignment of any of the Charged Property referred to in paragraph 1.4 is found to be ineffective and/or if any sums payable in respect of such Charged Property are received by the Company, the Company shall hold the benefit of such Charged Property and any such sums received by it in trust for the Bank and shall account to the Bank for or otherwise apply all such sums as the Bank may direct and shall otherwise at its own cost take such action and execute such documents as the Bank may reasonably require.

1.8 The charges created by paragraph 1.1, 1.2 and 1.4 shall constitute first fixed charges. The charge created by paragraph 1.5 shall be a first floating charge unless and until it is converted into a fixed charge pursuant to paragraph 1.9 or by operation of law.

1.9 The Bank may by notice in writing to the Company convert the floating charge contained in paragraph 1.5 into a fixed charge as regards any Charged Property specified in such notice at any time after this Legal Charge becomes enforceable. If without the prior written consent of the Bank the Company charges pledges or otherwise encumbers (whether by way of fixed or floating security) any of the Charged Property subject to a floating charge under the Legal Charge or attempts to do so or if any person levies or attempts to levy any distress execution sequestration or other process against any of such Charged Property, the charge hereby created over the property or assets the subject thereof shall automatically without notice operate and have effect as a fixed charge instantly such event occurs.

1.10 The Company shall promptly execute and do all such assurances acts and things including without limitation execute all transfers conveyances assignments and assurances of the Charged Property and give all notices orders and directions which the Bank may require for perfecting or protecting the Legal Charge or the priority of the Legal Charge or for facilitating the realisation of the Charged Property or the exercise of any of the rights vested in the Bank or any Receiver.

2.1 The Legal Charge is intended to secure further advances but the Bank is not obliged to make them.

3.1 The following definitions apply:

'Bank Group' means the Bank its Holding Company (if any) and all their respective Subsidiaries;

'Buyer' means Marsh & Parsons Limited;

'Charged Property' means the property assets debts rights and undertaking charged to the Bank by the Legal Charge and includes any part of or interest therein;

'Debts' means all present and future book and other debts and other monies due owing payable or incurred to the Company including, without limitation, any amounts from time to time standing to the credit of any bank or other accounts of the Company and with the benefit of any guarantees indemnities or other assurances against financial loss affecting any of the same and the benefit of any present or future insurance policies and all proceeds thereof and all things in

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action which may give rise to any debt revenue or claim and any other rights relating thereto including, without limitation, reservations of proprietary rights of trading and unpaid vendor's liens and associated rights;

'Default Rate' means the interest rate specified in the Facility Agreement;

'Expenses' means all interest commission fees and legal and other costs, charges and expenses which the Bank or any Receiver may charge or incur in relation to the Buyer or the Company or the Legal Charge and the preparation negotiation and creation of the Legal Charge and/or in relation to the Charged Property and/or breach of any provision of, and the protection realisation or enforcement of, the Legal Charge in each case on a full indemnity basis;

'Facility Agreement' means any facility agreement made between the Bank and the Buyer whether or not any other person is also a party thereto and any variation amendment or extension thereof or supplement thereto from time to time in force;

'Intellectual Property' means all patents (including applications improvements prolongations extensions and rights to apply therefor) designs (whether registered or unregistered) copyrights design rights trade marks and service marks (whether registered or unregistered) utility models trade and business names knowhow formulae inventions confidential information trade secrets and computer software programs and systems (including the benefit of any licences or consents relating to any of the above) and all fees royalties or other rights derived therefrom or incidental thereto in any part of the world;

'Property' means the freehold leasehold or immovable property referred to in the Schedule to the Legal Charge and any other freehold, leasehold or immovable property now or at any time vested in or held by or on behalf of the Company together with in all cases all buildings, structures, fixtures and fittings (including trade fixtures and fittings but excluding in the case of leasehold property landlords fixtures) and fixed plant and machinery and all related spare parts, fuels, equipment and tools from time to time therein or thereon subject to and with the benefit of any lease, tenancy agreement, licence, right, covenant, condition or encumbrance affecting the same at the date hereof;

'Receiver' means an administrative receiver, administrator, receiver and/or manager and any substitute for any such person and whether appointed under the Legal Charge or pursuant to any statute or otherwise;

'Rental Income' means the gross rents licence fees and other moneys receivable now or hereafter at any time by the Company in respect of or arising out of any lease of the Property or any agreement for lease or otherwise without limitation derived by the Company from the Property or otherwise paid to or received by the Company in respect of the Property (including without limitation all mesne profits) but save for insurance rents or service charges or the like;

'Secured Liabilities' means all moneys obligations and liabilities whatsoever whether for principal interest or otherwise in whatever currency which may now or at any time in the future be due owing or incurred by the Buyer or the Company to the Bank and/or any member of the Bank Group under the terms of the Facility Agreement, the Legal Charge or any other security given to or agreement with any member of the Bank Group by the Buyer or the Company whether present or future actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner whatsoever including all Expenses;

'Securities' means all stocks shares bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) both present and future held by the Company in any person (including any Subsidiary of the Company) and includes all allotments rights benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property offered at any time by way of dividend conversion redemption bonus preference option or otherwise in respect thereof;

'Subsidiary' means

- (a) a subsidiary within the meaning of Section 736 of the Companies Act 1985; and
- (b) unless the context otherwise requires, a statutory undertaking within the meaning of Sections 258-260 of the Companies Act 1985 as substituted by Section 21 of the Companies Act 1989.

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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. 02219481

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 9th SEPTEMBER 2006 AND CREATED BY VANSTONS COMMERCIAL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR MARSH & PARSONS LIMITED TO ANGLO IRISH BANK CORPORATION PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd SEPTEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th SEPTEMBER 2006 .

*[Faint handwritten signature]*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —