



Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

M78C.

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

To the Registrar of Companies

For official use

Company number



2487565

Name of company

* Unit-Span Building Systems Limited

* insert full name
of company

Date of creation of the charge

1st November 1990

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

~~Debtenture dated~~ legal Charge dated 1st November 1990
charging Plots 2 + 6 Canning Road Industrial Estate
Southport Sefton Merseyside.

Amount secured by the mortgage or charge

All monies and liabilities now or at any time hereafter due owing or incurred to the Bank by the
Company in any way whatsoever.

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

Midland Bank plc, whose registered office is at Poultry, in the City of London.

Postcode

EC2P 2BX

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

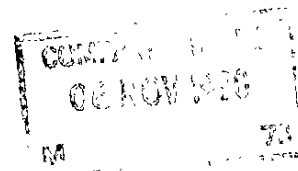
Grant Saw & Sons
181/183 Trafalgar Road
Greenwich
London
SE10 9EH.

For official Use
Mortgage Section

REGISTERED

- 6 NOV 1990

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

Please do not write in this margin

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

Legal Mortgage on all freehold and leasehold land now vested in the Company known as **Plots 2 + 6 Canning Road Industrial Estate Southport**

First Fixed Charge on ~~all freehold and leasehold land which may in the future become vested in the Company;~~

i) all interests in freehold or leasehold land or in the proceeds of sale thereof to which the Company may now be or may in the future become beneficially entitled;

ii) all book debts and other debts now and from time to time hereafter due owing or incurred to the Company but not including such debts (if any) as the Bank may from time to time have agreed in writing with the Company shall not be subject to this fixed charge; and

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

Floating charge on

i) all book debts and other debts now and from time to time hereafter due owing or incurred to the Company which are not for the time being charged to the Bank by way of fixed charge; and

ii) all other the undertaking of the Company and all its property whatsoever and wheresoever both present and future, but so that the Company shall not except with the prior written consent of the Bank:

deal with the book debts or other debts for the time being charged to the Bank by way of a floating charge (hereinafter collectively called "the unrestricted debts") or with any securities for money for the time being forming part of the other property of the Company charged to the Bank by way of floating charge otherwise than in the ordinary course of getting in and realising the same which course shall not include or extend to the selling or assigning or in any other way factoring or discounting of any of the said debts or securities; or

create or permit to subsist over all or any of the unrestricted debts or the other property for the time being charged to the Bank by way of floating charge any mortgage charge lien pledge or other security ranking in priority to or *pari passu* with this Debenture; or

part with or sell or dispose of all or (except in the ordinary course of the Company's business and for the purpose of carrying on the same) any of the unrestricted debts or the other property for the time being charged to the Bank by way of floating charge.

Particulars as to commission allowance or discount (note 3)

NIL

Signed

C. Purdy DIRECTOR

Date

1.11.90

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

† 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.

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 1st NOVEMBER 1990
and created by UNIT SPAN BUILDING SYSTEMS LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to MIDLAND BANK plc

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 6th NOVEMBER 1990

Given under my hand at the Companies Registration Office,
Cardiff the 13th NOVEMBER 1990

No. 2487565

Post.

13.11.90,

AS

J. Edwards
(J EDWARDS)

an authorised officer

C.69a

M

1018-4

(395/A9)

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

M77C.

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

To the Registrar of Companies

For official use

Company number



2487565

Name of company

* Unit-Span Building Systems Limited

* insert full name
of company

Date of creation of the charge

1st November 1990

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

~~Debiture dated~~
Fixed and Floating Charge dated 1st November 1990 over all book
and other debts to the company and all undertaking and property respectively

Amount secured by the mortgage or charge

All monies and liabilities now or at any time hereafter due owing or incurred to the Bank by the
Company in any way whatsoever.

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

Midland Bank plc, whose registered office is at Poultry, in the City of London.

Postcode

EC2P 2BX

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

Grant Saw & Sons
181/183 Trafalgar
Greenwich
London SE10 9EH

For official Use
Mortgage Section

REGISTERED

- 6 NOV 1990

Post room

Time critical reference

Short particulars of all the property mortgaged or charged

Please do not write in this margin

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

~~Legal Mortgage on all freehold and leasehold land now vested in the Company~~

First Fixed Charge on

- ~~i) all freehold and leasehold land which may in the future become vested in the Company;~~
- ~~ii) all freehold and leasehold land or in the proceeds of sale thereof to which the Company may now be or may in the future become beneficially entitled;~~
- iii) all book debts and other debts now and from time to time hereafter due owing or incurred to the Company but not including such debts (if any) as the Bank may from time to time have agreed in writing with the Company shall not be subject to this fixed charge; and
- iv) all goodwill and uncalled capital for the time being of the Company; and

and

Floating charge on

- i) all book debts and other debts now and from time to time hereafter due owing or incurred to the Company which are not for the time being charged to the Bank by way of fixed charge; and
- ii) all other the undertaking of the Company and all its property whatsoever and wheresoever both present and future, but so that the Company shall not except with the prior written consent of the Bank:

deal with the book debts or other debts for the time being charged to the Bank by way of a floating charge (hereinafter collectively called "the unrestricted debts") or with any securities for money for the time being forming part of the other property of the Company charged to the Bank by way of floating charge otherwise than in the ordinary course of getting in and realising the same which course shall not include or extend to the selling or assigning or in any other way factoring or discounting of any of the said debts or securities; or

create or permit to subsist over all or any of the unrestricted debts or the other property for the time being charged to the Bank by way of floating charge any mortgage charge lien pledge or other security ranking in priority to or *pari passu* with this Debenture; or

part with or sell or dispose of all or (except in the ordinary course of the Company's business and for the purpose of carrying on the same) any of the unrestricted debts or the other property for the time being charged to the Bank by way of floating charge.

Particulars as to commission allowance or discount (note 3)

NIL

Signed

C. D. Dwyer DIRECTOR

Date

1.11.90

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

† 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 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.

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 1st NOVEMBER 1990
and created by UNIT SPAN BUILDING SYSTEMS LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to MIDLAND BANK plc

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 6th NOVEMBER 1990

Given under my hand at the Companies Registration Office,
Cardiff the 13th NOVEMBER 1990

No. 2487565

Post.
13.11.90.
SS.

J Edwards
(J EDWARDS)

an authorised officer

C.69a

M

COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Pursuant to Section 395 of the Companies Act 1985

Please do not
write in
this margin

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

*Insert full name
of company

To the Registrar of Companies

For official use Company number



2487565

Name of company

* UNITSPAN BUILDING SYSTEMS LIMITED

Date of creation of the charge

1st November 1990

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

Legal Charge dated 1st November 1990 made between Chiyoda Fire & Marine Insurance Company (Europe) Limited and Unitspan Building Systems Ltd.

Amount secured by the mortgage or charge

All monies due and payable by Unitspan Building Systems Limited to Chiyoda Fire & Marine Insurance Company (Europe) Limited

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

Chiyoda Fire & Marine Insurance Company (Europe) Limited

r/o Norwich Winterthur House, P.O. Box 62 Rose Lane, Norwich

Postcode NR1 1JY

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

CP1/JBH/ABB

DAYNES HILL & PERKS
HOLLAND COURT
THE CLOSE
NORWICH
NR1 4DX

For official use
Mortgage section

REGISTERED

- 6 NOV 1990

Post room

COMPANIES HOUSE
51

Time critical reference

Short particulars of all the property mortgaged or charged

Unit 1 Canning Road Industrial Estate, Canning Road, Southport
Merseyside PR9 7SF

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Signed

Date 5.11.1990

~~DAYNES HILL & PERKS~~

On behalf of ~~[company]~~ [mortgagee/chargee]*

*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.

Page 2



FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 1st NOVEMBER 1990
and created by UNIT SPAN BUILDING SYSTEMS LIMITED

for securing all moneys due or to become due from the Company to CHIYODA
FIRE & MARINE INSURANCE COMPANY (EUROPE) LIMITED under the terms of THE
CHARGE

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 6th NOVEMBER 1990

Given under my hand at the Companies Registration Office,
Cardiff the 13th NOVEMBER 1990

No. 2487565

Post.

13.11.90.

Sl.

J Edwards

(J EDWARDS)

an authorised officer

C.69

M

COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

M37C

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

To the Registrar of Companies

For official use Company number

WCTU

2,487,565

Name of company

*UNIT SPAN FORMULA SYSTEMS LIMITED

*Insert full name
of company

Date of creation of the charge

30 MAY 1991

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

MASTER AGREEMENT AND CHARGE MADE BETWEEN UNIT SPAN FORMULA SYSTEMS LIMITED
OF THE ONE PART AND FORWARD TRUST LIMITED OF THE OTHER PART

Amount secured by the mortgage or charge

EACH AND EVERY SUM NOW DUE OR THAT MAY AT ANY TIME BECOME DUE TO FORWARD
TRUST LIMITED FROM THE COMPANY UNDER OR BY VIRTUE OF ANY HIRE PURCHASE
AGREEMENT, CONDITIONAL SALE AGREEMENT, OR BAILMENT AGREEMENT (AS DEFINED)
OR THIS DEED

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

FORWARD TRUST LIMITED 12 CALTHORPE ROAD EDGBASTON

BIRMINGHAM

Postcode

B15 1QZ

4/6

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

FORWARD TRUST LIMITED
SECURITIES DEPARTMENT
PO BOX 366
BIRMINGHAM B15 1RA

REF: SEC/HJ\DP\1H31MY.395
021 455 3203

Time critical reference

For official use

Mortgage

REGISTERED

01 JUN 1991

Post code



Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

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

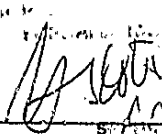
All sub hiring agreements both present and future letting goods owned by the Chargee and the rights and choses in action both present and future created thereby and all agreements (if any) collateral to the sub-hiring agreements relating to the maintenance of the goods and all securities and guarantees for the same (Charged Assets)

The Charge includes a restriction on the creation of any further charge or lien over the Charged Assets or any of them and prohibits the Company from selling or in dealing with them.

Particulars as to commission allowance or discount (note 3)

N/A

Signed


MANAGER

Date 30.5.91

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

*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.

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 30th MAY 1991
and created by UNIT SPAN BUILDING SYSTEMS LIMITED

for securing all moneys due or to become due from the Company to FORWARD
TRUST LIMITED under the terms of ANY HIRE PURCHASE AGREEMENT, CONDITIONAL
SALE AGREEMENT or BAILMENT AGREEMENT

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 1st JUNE 1991

Given under my hand at the Companies Registration Office,
Cardiff the 7th JUNE 1991

No. 2487565

A handwritten signature in dark ink, appearing to read 'M.G. Wilson'.

M.G. WILSON

an authorised officer

C.69

POST

7.6.91

mc

M

1316-6
395/A8a

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

55

M14/C

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

To the Registrar of Companies

For official use

Company number

[1][5]

0187005

Name of company

* Midland Building Systems Limited

* Insert full name
of company

Date of creation of the charge

18th November 1992

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

Fixed and Floating Charge dated

18th November 1992

Amount secured by the mortgage or charge

All monies and liabilities now or at any time hereafter due owing or incurred to the Bank by the Company in any way whatsoever.

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

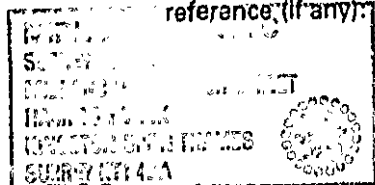
Midland Bank plc, whose registered office is at Poultry, in the City of London.

Postcode

EC2P 2BX

Presenter's name address and
reference (if any)

ON A REF:
C/PSM



DX 31545

KINGSTON-UPON-THAMES

Page 1

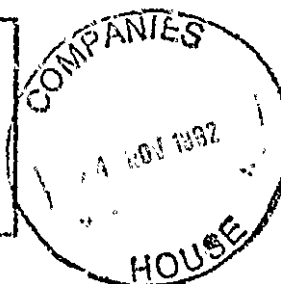
Time critical reference

For official Use
Mortgage Section

Post room

REGISTERED

24 NOV 1992



Short particulars of all the property mortgaged or charged

First Fixed Charge on all book debts and other debts now and from time to time hereafter due owing or incurred to the Company other than such of the said debts as the Bank may have specifically agreed in writing to exclude from such first fixed charge; and all goodwill and and uncalled capital for the time being of the Company; and all patents patent applications inventions trade marks trade names registered designs copyrights know how and other intellectual property rights and all licences and ancillary rights and benefits including all royalties fees and other income deriving from the same both present and future of the Company; and

Floating Charge on all other the Undertaking of the Company and all its property whatsoever and wheresoever both present and future including its uncalled capital for the time being and such of the book debts and other debts referred to above which are not charged under the said first fixed charge (collectively called "the assets") but so that the Company shall not except with the prior written consent of the Bank:

- (a) create or permit to subsist over all or any of the assets any mortgage charge lien pledge or other security ranking in priority to or *pari passu* with the said floating charge; or
- (b) part with sell or dispose of all or except in the ordinary course of the Company's business and for the purpose of carrying on the same any of the assets; or
- (c) deal with its book or other debts or securities for money forming part of the assets otherwise than in the ordinary course of getting in and realising the same which course shall not include or extend to the selling or assigning or in any other way factoring or discounting of any of the said debts or securities.

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)

NIL

Signed



Date

18.11.92

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

† 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.



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

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

I hereby certify that a mortgage or charge dated the 18th NOVEMBER 1992
and created by UNIT SPAN BUILDING SYSTEMS LIMITED

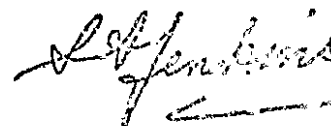
for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to MIDLAND BANK plc

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 24th NOVEMBER 1992

Given under my hand at the Companies Registration Office,
Cardiff the 27th NOVEMBER 1992

No. 2487565


S. A. JENKINS

an authorised officer

C.69a

M

COMPANIES FORM No. 395

Particulars of a charge*Sig + Date***395**Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of companyTo the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

[116]

[]

221C 2487565

Name of company

* **UNIT-SPAN BUILDING SYSTEMS LTD**

Date of creation of the charge

31ST MARCH 1993

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

DEBENTURE

Amount secured by the charge

All monies or liabilities which are now or at any time after the date of the Assignment be due owing or incurred to ING by the Company whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever including discount commission and other lawful charges and expenses computed and compounded from time to time in accordance with the terms agreed between the Company and ING relating thereto (if any) and in the absence of any such agreed terms computed and compounded from time to time according to the then current practice of ING.

la

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

INTERNATIONAL NEDERLANDEN LEASE (UK) LTD		
99 Gresham Street		
London	Postcode	EC2P 2BR

*26/4*Presentor's name address and
reference (if any):**INTERNATIONALE NEDERLANDEN LEASE (UK) LIMITED**
99 Gresham Street
London EC2P 2BR

For official Use

Mortgage Section

Post room

9 APR 1993**Register on 1st Date**
Non Partic.
COMPANIES HOUSE
9 APR 1993
69

Short particulars of all the property charged

All of the Company's title rights and interest of whatever nature in and to all the Sub Hire Agreements including, without limitation, the right to receive the Sub Hire debts.

Sub Hire Agreements: means each and every contract for the lease, hire purchase, hire or bailment of the Equipment entered into on or before the date of the Assignment between the Company and any other person apart from ING together with the benefit of any guarantees or other securities provided in connection with such contracts.

Secured Moneys: means all amounts which now or in the future for any reason are payable, owing but not currently payable, contingently owing or remain unpaid, by the Lessee to the Lessor under or in connection with the Lease Agreement of this Assignment and Charge.

Sub Hire Debts: means all sums at the date of the Assignment or at any time thereafter due owing or incurred to the Company under the Sub Hire Agreements.

Particulars as to commission allowance or discount (note 3)

Signed

Date 20.4.93.

In behalf of [company] [charged]

1 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, Maundy, Cardiff CF4 3UZ

Please do not write in this margin

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

Equipment: means each and every item of plant, machinery, equipment and/or other goods (fixed or moveable) hired by the Company from the pursuant to a contract for lease, hire purchase, hire or bailment entered into on the date of the Assignment between the Company and ING and including all accessories, replacements and spare parts for the time being attached thereto and/or forming parts thereof:

The Assignment contains a covenant by the Company that without the prior written consent of ING it shall not nor shall it agree or purport to:

- (a) create or permit to subsist any other mortgage, charge, lien, pledge, hypothecation, or other security interest or encumbrance upon the Secured Property;
- (b) dispose of, deal with, part with possession of any interest in the Secured Property;
- (c) grant any material time or indulgence or agree to any variation, amendment, or modification to the Sub Hire Agreements or any insurances effected in respect of the Equipment or release, in whole or in part, any of the Sub Hirers from any obligation under them or purport to do any of the above.

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 31st MARCH 1993
and created by UNIT SPAN BUILDING SYSTEMS LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to INTERNATIONAL NEDERLANDEN LEASE
(UK) LTD

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 9th APRIL 1993

Given under my hand at the Companies Registration Office,
Cardiff the 28th APRIL 1993

No. 2487565

A handwritten signature in cursive script, reading 'A. P. Goddard'.

A. P. GODDARD

an authorised officer

C.69a

POST
28/4
2011

M

COMPANIES FORM No. 403a

**Declaration of satisfaction
in full or in part
of mortgage or charge**

403a

ease do not
rite in
is margin

Pursuant to section 403(1) of the Companies Act 1985

ease complete
gibly, preferably
black type or,
old block lettering

To the Registrar of Companies
(Address overleaf)

For official use

Company number

Name of company

insert full name
of company

*** PREMIER TRANSLINE HIRE LIMITED**

I, **BENSON SELWYN HERSCH**

of **7 QUEEN STREET, LONDON W1X 7PH**

delete as
appropriate

insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

~~[a director]~~ [the secretary] ~~[the administrator]~~ ~~[the administrative receiver]~~† of the above company, do

solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full][part]†

Date and Description of charge† **1 NOV 1990**

LEGAL CHARGE (MORTGAGE)

Date of Registrations **6 NOV 1990**

the date of
registration may be
confirmed from the
certificate

Name and address of [chargee][trustee for the debenture holders] **CHIYODA FIRE & MARINE
INSURANCE COMPANY (EUROPE) LIMITED, PO BOX 156, ROSE LANE, NORWICH NR1 1XH**

Short particulars of property charged **UNIT 1, CANNING ROAD IND. ESTATE, CANNING ROAD,
SMYTHPORT, MERSEYSIDE PR9 7SF**

insert brief
details of
property

And I 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 **18, Queen St**

Declarant to sign below

WNYFAIR

LONDON W1X 8JN

the **8th** day of **December**

one thousand nine hundred and **eighty three**
before me **Mr. Ward**

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

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

**B.S. HERSCH
7 QUEEN STREET
LONDON W1X 7PH**

For official Use
Mortgage Section

REGISTERED

10 DEC 1993

Post room

**COMPANIES
PR22**

10 DEC 1993

O. M. MARKS
SOLICITOR
EMPOWERED TO ADMINISTER OATHS
8, QUEEN STREET
WYFAIR
LONDON W1X 8JN

13/12



COMPANIES FORM No. 395

Particulars of a charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

insert full name
of company

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

For official use

Company number

8111

02487565

Name of company

* **PREMIER-TRANSLINE-HIRE LIMITED**

Date of creation of the charge

26TH JUNE 1995

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

DEED OF PRIORITIES

Amount secured by the charge

All monies or liabilities which are now or at any time after the date of the Assignment be due owing or incurred to ING by the Company whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever including discount commission and other lawful charges and expenses computed and compounded from time to time in accordance with the terms agreed between the Company and ING relating thereto (if any) and in the absence of any such agreed terms computed and compounded from time to time according to the then current practice of ING.

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

INTERNATIONALE NEDERLANDEN LEASE (UK) NINE LTD	
99 Gresham Street	
London EC2P 2BR	
Postcode	

Presenter's name address and

INTERNATIONALE NEDERLANDEN LEASE (UK) NINE LIMITED
99 Gresham Street
London EC2P 2BR

For official Use



27695

26 JUN 1995

Short particulars of all the property charged

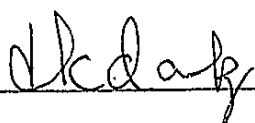
All of the Company's title rights and interest of whatever nature in and to all the Sub Hire Agreements including, without limitation, the right to receive the Sub Hire debts.

Sub Hire Agreements: means each and every contract for the lease, hire purchase, hire or bailment of the Equipment entered into on or before the date of the Assignment between the Company and any other person apart from ING together with the benefit of any guarantees or other securities provided in connection with such contracts.

Secured Moneys: means all amounts which now or in the future for any reason are payable, owing but not currently payable, contingently owing or remain unpaid, by the Lessee to the Lessor under or in connection with the Lease Agreement of this Assignment and Charge.

Sub Hire Debts: means all sums at the date of the Assignment or at any time thereafter due owing or incurred to the Company under the Sub Hire Agreements.

Particulars as to commission allowance or discount (note 3)

Signed 

Date 26/6/95.

On behalf of [company][chargee]†

† 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 The address of the Registrar of Companies is:-
Companies House, Crown Way, Maindy, Cardiff CF4 3UZ

Equipment: means each and every item of plant, machinery, equipment and/or other goods (fixed or moveable) hired by the Company from ING pursuant to a contract for lease, hire purchase, hire or bailment entered into on the date of the Assignment between the Company and ING and including all accessories, replacements and spare parts for the time being attached thereto and/or forming parts thereof;

The Assignment contains a covenant by the Company that without the prior written consent of ING it shall not nor shall it agree or purport to:

- (a) create or permit to subsist any other mortgage, charge, lien, pledge, hypothecation, or other security interest or encumbrance upon the Secured Property;
- (b) dispose of, deal with, part with possession of any interest in the Secured Property;
- (c) grant any material time or indulgence or agree to any variation, amendment, or modification to the Sub Hire Agreements or any insurances effected in respect of the Equipment or release, in whole or in part, any of the Sub Hirers from any obligation under them or purport to do any of the above.

26th June 1995

Mortgage Department
Companies House
Crown Way
Maindy
Cardiff
CF4 3UZ

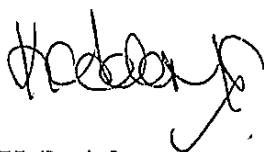
Dear Sirs

Re: Premier Transline Hire Limited

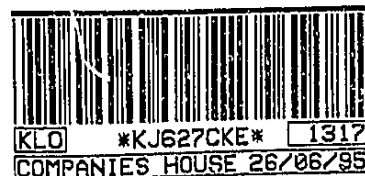
Please find enclosed the particulars for an Assignment and Deed of Priority for the above named client. I look forward to receiving the confirmation of the registration in due course.

Kind regards

Yours faithfully



Kelly Adams
Credit Administrator



FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02487565

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF PRIORITIES DATED THE 26th JUNE 1995 AND CREATED BY PREMIER TRANSLINE HIRE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO INTERNATIONALE NEDERLANDEN LEASE (UK) NINE LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26th JUNE 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th JUNE 1995.

A handwritten signature in dark ink, appearing to read 'Robert [unclear]', written over a faint circular stamp.

for the Registrar of Companies



M

COMPANIES FORM No. 395

Particulars of a charge**395**Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold black letteringinsert full name
of companyTo the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

[7]

02484565

Name of company

* PREMIER TRANSLINE HIRE LIMITED

Date of creation of the charge

26TH JUNE 1995

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

ASSIGNMENT

Amount secured by the charge

All monies or liabilities which are now or at any time after the date of the Assignment be due owing or incurred to ING by the Company whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever including discount commission and other lawful charges and expenses computed and compounded from time to time in accordance with the terms agreed between the Company and ING relating thereto (if any) and in the absence of any such agreed terms computed and compounded from time to time according to the then current practice of ING.

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

INTERNATIONALE NEDERLANDEN LEASE (UK) NINE LTD
99 Gresham Street
London EC2P 2BR

Postcode

Presentor's name address and

INTERNATIONALE NEDERLANDEN LEASE (UK) NINE LTD
99 Gresham Street
London EC2P 2BR

For official Use



Short particulars of all the property charged

All of the Company's title rights and interest of whatever nature in and to all the Sub Hire Agreements including, without limitation, the right to receive the Sub Hire debts.

Sub Hire Agreements: means each and every contract for the lease, hire purchase, hire or bailment of the Equipment entered into on or before the date of the Assignment between the Company and any other person apart from ING together with the benefit of any guarantees or other securities provided in connection with such contracts.

Secured Moneys: means all amounts which now or in the future for any reason are payable, owing but not currently payable, contingently owing or remain unpaid, by the Lessee to the Lessor under or in connection with the Lease Agreement of this Assignment and Charge.

Sub Hire Debts: means all sums at the date of the Assignment or at any time thereafter due owing or incurred to the Company under the Sub Hire Agreements.

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

M. Cleary

Date

26/6/95

On behalf of [company][chargee]†

† 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.
- 1 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
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Companies House, Crown Way, Maindy, Cardiff CF4 3UZ

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- (b) dispose of, deal with, part with possession of any interest in the Secured Property;
- (c) grant any material time or indulgence or agree to any variation, amendment, or modification to the Sub Hire Agreements or any insurances effected in respect of the Equipment or release, in whole or in part, any of the Sub Hirers from any obligation under them or purport to do any of the above.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02487565

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT DATED THE 26th JUNE 1995 AND CREATED BY PREMIER TRANSLINE HIRE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO INTERNATIONALE NEDERLANDEN LEASE (UK) NINE LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26th JUNE 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th JUNE 1995.

[Handwritten signature]

for the Registrar of Companies



COMPANIES HOUSE

215721/1/01

HC026B