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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

CHA 267

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

To the Registrar of Companies

For official use

ACCOUNT

1

26 JAN 2004

RECEIVED

4

A/C

00400074

Company number

02698931

Name of company

* insert full name
of company

* Bayfordbury Holdings Limited (the "Company")

Date of creation of the charge

15 January 2004

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

Supplemental deed between (among others) the Company, General London Constructors Limited (the "Acquisition Borrower") and the Security Trustee (described below) (the "Supplemental Deed") supplemental to a composite guarantee and debenture dated 22 February 2001 made between Fairview Group Limited (formerly known as Fairview Holdings plc), certain of its subsidiaries (together, the "Chargors") and the Security Trustee (as amended by a supplemental deed dated 27 March 2001) as amended or supplemented from time to time (the "Debenture").

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

Norton Rose
Kempson House
Camomile Street
London EC3A 7AN

RJXM/AA59968/635349/1

Time critical reference

For official Use
Mortgage Section

Post room



LD3
COMPANIES HOUSE

L91P9S2N

0163
26/01/04

Amount secured by the mortgage or charge

The Supplemental Deed is supplemental to the Debenture under which each of the Chargors inter alia, (i) covenants and guarantees to the Security Trustee to pay all moneys and discharge all obligations and liabilities from time to time due, owing or incurred under or pursuant to the Finance Documents (described below), (ii) agrees to indemnify the Finance Parties (described below) in respect of any purported obligation or liability of each Chargor under or pursuant to the Finance Documents to the Finance Parties which is not or ceases to be valid or enforceable and (iii) grants first fixed and floating charges and other security over all its assets, both present and future, in favour of the Security Trustee, as set out in the Debenture.

Under the Supplemental Deed, the Company became a party to the Debenture and (in respect of itself and its assets) gave the guarantee, granted the charges and made the assignments set out therein and assumed the obligations of a Chargor (other than the obligation under clause 3.6 thereof to register a restriction on title at H. M. Land Registry) under the Debenture, including, without limitation:

1. the covenant to pay in clause 2.1.1 and the guarantee in clause 2.1.2 of the Debenture, which extends to all moneys, obligations and liabilities from time to time due, owing or incurred by the Company under or pursuant to:

(a) the following documents (together, and as each may from time to time be amended, varied, novated, supplemented or replaced, the "Finance Documents"), namely:

(i) a facilities agreement dated 21 December 2000 made between Fairview Holdings Limited (formerly known as General London Constructors Holdings Limited) (the "Parent"), the Acquisition Borrower, Fairview Group Limited (formerly known as Fairview Holdings Limited) and certain of its subsidiaries which acceded to such agreement by deeds dated 22 February 2001 (together, the "WCF Borrowers"), The Governor and the Company of the Bank of Scotland, Barclays Bank plc, Lloyds TSB Bank plc and The Royal Bank of Scotland plc (together, the "Lenders" and each a "Lender") (as amended and restated by an amendment and restatement agreement dated 27 March 2002, an amendment letter dated 18 June 2003 and a second amendment and restatement agreement dated 14 January 2004) (the "Facilities Agreement");

(ii) any ancillary sub-facilities letters entered into between a Lender and a subsidiary of the Parent who has acceded to the Facilities Agreement;

(iii) any documents evidencing any contract, agreement or transaction which is a rate swap, basis swap, commodity swap, forward rate transaction, commodity option, equity (or equity index or other index) swap or option, bond option, interest rate option, foreign exchange transaction, cap, collar or floor, currency swap, currency option or any other similar transaction and/or combination of such transactions, in each case, whether on-exchange or otherwise entered into pursuant to the Facilities Agreement;

(iv) any fee letters entered into from time to time pursuant to the Facilities Agreement;

(v) a composite guarantee and debenture dated 21 December 2000 between the Parent, the Acquisition Borrower and the Security Trustee;

(vi) a subordination deed dated 21 December 2000 between, among others, the Parent, the Acquisition Borrower (in various capacities) and the Security Trustee; and

(vii) any supplemental debenture, supplemental legal mortgage and all other mortgages, charges, pledges, guarantees and other instruments from time to time entered into by the

Amount secured by the mortgage or charge

Parent, and any of its subsidiaries by way of guarantee, other assurance and/or security in respect of amounts owed to the Finance Parties (or their successors or assigns) under the Finance Documents;

(b) the guarantees and indemnities given by the Company under the Debenture (as supplemented and amended by the Supplemental Deed) are incorporated by reference in the Supplemental Deed, which secure all obligations under the Finance Documents of the Parent and each other subsidiary of the Parent which becomes a party to the Debenture (as supplemented and amended by the Supplemental Deed);

(c) all other provisions of the Debenture (as supplemented and amended by the Supplemental Deed).

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

The Royal Bank of Scotland plc of 135 Bishopsgate, London, EC2M 3UR (the "Security Trustee") on behalf of itself and the banks and financial institutions from time to time parties to the Finance Documents (the "Finance Parties").

Short particulars of all the property mortgaged or charged

As a continuing security for the payment and discharge of the moneys, obligations and liabilities owed to the Security Trustee under or pursuant to the Finance Documents, the Supplemental Deed charges all of the present and future assets of the Company.

1. It creates a first legal mortgage over the property of the Company (if any) specified in schedule 2 of the Supplemental Deed, and over all freehold and leasehold property wheresoever situated (other than any property specified in schedule 2 or any heritable property in Scotland) now owned by the Company or in which the Company has an interest, together with all liens, charges, options, agreements, rights and interests in or over such property and all buildings and fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same;

2. it creates first fixed charges over all of the present and future assets of the Company of the following types:

(a) freehold and leasehold property (other than any property subject to a legal mortgage or any heritable property in Scotland or any future leasehold property subject to a term of less than 25 years and in respect of which the initial annual rental thereunder is less than £50,000);

(b) plant, machinery and equipment (if any) specified in schedule 3 of the Supplemental Deed and the benefit of all contracts and warranties relating to the same;

(c) stocks, shares, bonds and other securities of any kind whatsoever;

(d) all book and other debts, revenues and claims, whether actual or contingent;

(e) the proceeds of collection of all debts and any and all amounts from time to time standing to the credit of any bank or other account of the Company;

(f) the benefit of insurances;

(g) goodwill and uncalled capital;

Short particulars of all the property mortgaged or charged

(h) intellectual property of all kinds,

in each case, together with all associated rights.

3. It also creates a first floating charge over all other present and future assets of the Company including (without limitation and whether or not so effectively charges) any of its property and assets situated in Scotland.

4. The Supplemental Deed contains a covenant by the Company that it will not, without the prior written consent of the Security Trustee (acting on the instructions of the Finance Parties in accordance with the terms of the Facilities Agreement):

(a) dispose of, or create or attempt to create or permit to subsist or arise any encumbrance (other than a permitted encumbrance) on or over the debts or any part thereof or release, set off or compound or deal with the same otherwise than in accordance with the Facilities Agreement; or

(b) dispose of, or create or attempt to create or permit to subsist or arise any encumbrance (except a permitted encumbrance) on or over the charged assets or any part thereof; or

(c) dispose of the charged assets or any part thereof or attempt or agree so to do except in the case of such assets charged by way of floating charge only, in the ordinary course of business and disposals expressly permitted by the terms of the Facilities Agreement.

5. If the company creates or attempts to create a security interest of any kind over all or any of the assets subject to the floating charge otherwise than in accordance with the covenant referred to in paragraph 4 above or if any person levies or attempts to levy any form of distress, execution, sequestration or other process or takes or attempts to take any steps towards execution in respect of any of such assets, the floating charge over the assets concerned will automatically be converted into a fixed charge.

6. Clause 7 of the Supplemental Deed states that, save as amended by the Supplemental Deed, the provisions of the Debenture shall continue in full force and effect and the Supplemental Deed and Debenture shall be read and construed as one instrument and as if references in the Debenture to "this Deed" were to the Debenture and the Supplemental Deed taken together.

Particulars as to commission allowance or discount (note 3)

Nil

Signed Nathan Cox

Date 23 January 2004

On behalf of **mortgagee/chargee**

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.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02698931

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED BEING SUPPLEMENTAL TO A COMPOSITE GUARANTEE AND DEBENTURE DATED 22 FEBRUARY 2001 (AS AMENDED BY A SUPPLEMENTAL DEED DATED 27 MARCH 2001) DATED THE 15th JANUARY 2004 AND CREATED BY BAYFORDBURY HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OF THE CHARGORS TO THE SECURITY TRUSTEE UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26th JANUARY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th JANUARY 2004.

A handwritten signature in dark ink, appearing to be 'm p'.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES