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*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[13]

2820560

Name of company

* BUILDING AND PROPERTY MANAGEMENT SERVICES LIMITED (the "Company")

Date of creation of the charge

24th August 1996

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

Guarantee and debenture (the "Guarantee and Debenture") dated 24th August 1996 made between the Company and The Governor and Company of the Bank of Scotland (the "Security Trustee").

Amount secured by the mortgage or charge

The actual, contingent, present and/or future obligations and liabilities of the Company to any of the Secured Parties (as defined below) under or pursuant to any of the Financing Documents (as defined below) (the "Secured Obligations").

Definitions:

"Banks" means each of the banks and the financial institutions listed in Schedule 1 of the Credit Agreement (see below), their respective successors in title and each Bank Transferee and "Bank" shall be construed accordingly.

Cont.../

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

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND, THE MOUND, EDINBURGH
as agent and trustee for the Secured Parties

Postcode

EH1 1YZ

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

Wilde Sapte
1 Fleet Place
London
EC4M 7WS

145 LONDON
DUB/MNS/686999/BF0188410.01

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

(i) By way of legal mortgage all estates or interests in the freehold, leasehold and other immovable property described in the Schedule (below) and the proceeds of sale thereof and all buildings and trade and other fixtures on any such property belonging to the Company (the "Legally Mortgaged Property");

(ii) by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property at the date of the Guarantee and Debenture or at any time during the continuance of the security belonging to the Company (other than the Legally Mortgaged Property and any leasehold property where the relevant lease contains a prohibition against charging the property the subject of such lease) and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Company;

(iii) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the company both present and future;

Cont.../

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Particulars as to commission allowance or discount (note 3)

Nil

Signed *Wilde Septe*

Date *4.9.96*

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 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 situated 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.

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Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

2820560

Name of Company

BUILDING AND PROPERTY MANAGEMENT SERVICES LIMITED (the "Company")

Limited*

* delete if
inappropriate

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

"Credit Agreement" means the agreement dated 24th August 1996 made between the Pythonpark Limited, certain banks and The Governor and Company of the Bank of Scotland as facility agent, security trustee and indemnity bank.

"Financing Documents" means the Credit Agreement, the Fees Letter (as defined in the Credit Agreement), the Interest Rate Protection Agreements (as defined in the Credit Agreement) and the Security Documents (as defined in the Credit Agreement) (which for the avoidance of doubt includes the Guarantee and Debenture);

"Secured Parties" means all and each of the Facility Agent (as defined in the Credit Agreement), the Security Trustee, the Indemnity Bank (as defined in the Credit Agreement) and the Banks.

Schedule 1 of the Credit Agreement
The Banks

The Governor and Company of the Bank of Scotland
The Mound
Edinburgh EH1 1YZ

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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(iv) by way of fixed charge all book and other debts at the date of the Guarantee and Debenture and from time to time due or owing to the Company (the "Debts") and (subject to the provisions of Clause 6.2 of the Guarantee and Debenture) all monies which the Company receives in respect thereof;

(v) by way of fixed charge (but subject to the provisions of Clause 6.2 of the Guarantee and Debenture) all balances standing to the credit of any current, deposit or other account of the Company with the Security Trustee or any other Secured Party (including, inter alia, any account designated a realisations account for the proceeds of disposals of any of the assets of the Company) or with other bankers, financial institutions or similar third parties (the "Credit Balances");

(vi) by way of fixed charge all stocks, shares, debentures, bonds, notes, loan capital of:

- (a) any Subsidiary (as defined below); and
- (b) any other body corporate;

and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may at the date of the Guarantee and Debenture or thereafter belong to the Company, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;

(vii) by way of fixed charge the goodwill of the Company and its uncalled capital at the date of the Guarantee and Debenture or at any time thereafter;

(viii) by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, tradenames, trade mark rights, know-how and inventions or other rights of every kind deriving therefrom at the date of the Guarantee and Debenture or at any time thereafter belonging to the Company and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, trade mark rights, know-how and inventions;

(ix) by way of floating charge the whole of the Company's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged or charged to the Security Trustee by way of fixed charge by this sub-Clause and Clause (x) below of the Guarantee and Debenture (hereinafter collectively referred to as the "Floating Charge Property"); and

(x) assigned absolutely to the Security Trustee as trustee for the Secured Parties all the Company's right, title, benefit and interest in and to the Charged Account (as defined below) including, without limitation, the balances standing to the credit of the Charged Account from time to time and at any time as a continuing security in favour of the Agent (as defined in the Credit Agreement) for the discharge on demand of the Secured Obligations PROVIDED THAT the Security Trustee shall, at the request and cost of the Company reassign to the Company all its right, title, interest and benefit assigned thereunder in respect of the Charged Account, to the extent then subsisting and vested in the Security Trustee, at any time after the Secured Obligations have been discharged in full.

SCHEDULE OF LEGALLY MORTGAGED PROPERTY
None

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Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

2820560

Name of Company

BUILDING AND PROPERTY MANAGEMENT SERVICES LIMITED (the "Company")

Limited*

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

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Note:

The company covenanted in Clause 4 of the Guarantee and Debenture that without prior written consent of the Security Trustee, it shall not nor shall it agree or purport to:

(i) create or permit to submit any Encumbrance (as defined below) (other than Permitted Encumbrances (as defined below)) whether in any

such case ranking in priority to or pari passu with or after the mortgages and the fixed and floating charges created by the Guarantee and Debenture or any other security created by the Guarantee and Debenture; or

(ii) sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means or one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of its undertaking or assets save as permitted or contemplated under the Credit Agreement.

Note:

The Company undertook in Clause 9.1(e) of the Guarantee and Debenture with the Security Trustee that without prior consent of the Security Trustee, it shall not part with possession of the whole or any part of, or confer on any person any right or licence to occupy, or grant any licence to assign or sub-let any land or buildings forming part of the Charged Property (as defined below).

Note:

The Company undertook in Clause 9.1(h) of the Guarantee and Debenture with the Security Trustee that without the prior written consent of the Security Trustee, it shall not allow any person other than itself to be registered under the Land Registration Act 1925 as proprietor of the Charged Property or any part thereof or create or knowingly permit to arise any overriding interest affecting such property.

Definitions:

"Acquisition Documents" means the share sale and purchase agreement dated 24th August 1996 made between the Vendors and Pythonpark Limited, together with all of the documents and agreements referred to therein;

"Charged Account" means the Chargor's account, account number 00196995 sort code 12-01-03 held with Bank of Scotland at Threadneedle Street and designated "BPMS Limited, Blocked Account, re short term investments" and includes renewal or redesignation thereof;

"Charged Property" means the property, assets and income of the Company mortgaged or charged to the Security Trustee (whether by legal mortgage, fixed or floating charge) by or pursuant to the Guarantee and Debenture and each and every part thereof;

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Particulars of a mortgage or charge (continued)

Continuation sheet No 3
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2820560

Name of Company

BUILDING AND PROPERTY MANAGEMENT SERVICES LIMITED (the "Company")

Limited*

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

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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"Encumbrance" means any mortgage, charge, assignment for the purpose of security, pledge, lien, right of set-off, retention of title provisions, hypothecation or preferential right or trust arrangement for the purpose of, or which has the effect of, granting security or other security interest of any kind whatsoever or any agreement to sell or otherwise dispose of any asset on the terms whereby such asset is or may be leased to or reacquired by a member of the Group (as defined below);

"Facility Agent" means The Governor and Company of the Bank of Scotland in its capacity as facility agent and each successor Facility Agent appointed from time to time under Clause 15.12;

"Group" means Pyththonpark Limited, the Company, and each of their respective Subsidiaries from time to time;

"Majority Banks" means those Banks whose Commitments comprise at least 66 2/3 per cent. of the Total Commitments;

"Permitted Encumbrances" means:

- (a) any Encumbrances created under the Financing Documents;
- (b) any liens arising in the ordinary course of trading activities;
- (c) any right of set-off or liens arising by operation of law;
- (d) any retention of title to goods supplied to any of the members of in the Group in the ordinary course of trading activities;
- (e) any agreement to sell or otherwise dispose of any asset entered into by a company within the Group in the ordinary course of its trading activities on terms where such asset is or may be leased to or reacquired or acquired by a member of the Group; and
- (f) any Encumbrance over (1) all or any part of the assets of any company which becomes a Subsidiary of the Company, or (2) an asset acquired by a company within the Group, in either case, after Completion where:
 - (i) the Encumbrance existed before that company became the Company's Subsidiary or, as the case may be, that asset was acquired;
 - (ii) the Encumbrance was not created in anticipation of or in connection with such company becoming the Company's Subsidiary or, as the case may be, the acquisition of such asset; and
 - (iii) the Indebtedness (as defined in the Credit Agreement) secured by that Encumbrance does not increase (except to the extent of interest accruing at a commercial rate of interest normal for Indebtedness of the type in question) after the date of such company becoming the Company's Subsidiary or, as the case may be, the acquisition of such asset;
- (g) rights of set-off over credit balances on bank accounts of members of the Group together created in order to facilitate the operation of such bank account and the other bank accounts of other members of the Group on a net balance basis; and
- (h) any Encumbrance created with the prior written consent of the Facility Agent (acting on the instructions of the Majority Banks);

"Subsidiary" has the meaning ascribed to such term by section 736 of the Act and "Subsidiaries" shall be construed accordingly;

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Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

2820560

Name of Company

BUILDING AND PROPERTY MANAGEMENT SERVICES LIMITED (the "Company")

Limited*

* delete if
inappropriate

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

1

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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"Vendors" means AMEC p.l.c., AMEC Properties Limited, AMEC Services Limited, AMEC Process and Energy Limited, AMEC Civil Engineering Limited, AMEC International Construction Limited, AMEC Property & Overseas Investments Limited and Pell Frischman Facilities Management Limited.

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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. 02820560

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE DATED THE 24th AUGUST 1996 AND CREATED BY BUILDING AND PROPERTY MANAGEMENT SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND THE COMPANY OF THE BANK OF SCOTLAND AS AGENT AND TRUSTEE FOR THE SECURED PARTIES UNDER OR PURSUANT TO ANY OF THE FINANCING DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th SEPTEMBER 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th SEPTEMBER 1996 .

A handwritten signature in dark ink, appearing to read 'R. N. Owens'.

RICHARD NEIL OWENS
for the Registrar of Companies



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