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CHFP025

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legibly, preferably
in black type, or
bold block lettering

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 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

052212

2910692

Name of company

* RT (Bridgend) Limited

Date of creation of the charge

23 August 1999

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

Charge over Partnership Shares ("the Document")

Amount secured by the mortgage or charge

See Rider 1

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

Lloyds Bank plc ("the Lender") TSB BANK PLC
PO Box 908, 1 Cornwall Street
Birmingham

Postcode B3 2DS

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

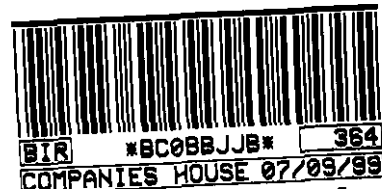
Martineau Johnson
St Phillips House
St Philips Place
Birmingham
B3 2PP

jcr/11106047-M3954

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See Rider 2

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed *Martineau Johnson*

Date *6 September 1999*

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

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

RT (Bridgend) Limited
Company Number: 2910692

Particulars of mortgage or charge - 395

RIDER 1

Amount Secured by the Mortgage or Charge

1. All moneys, debts and liabilities which now are or have been or at any time hereafter may be or become due, owing or incurred by the Company to the Lender (in each case whether alone or jointly, or jointly and severally, with any other Person, whether actually or contingently and whether as principal debtor, guarantor, surety or otherwise) ("the Secured Liabilities").

RIDER 2

Short particulars of all the property mortgaged or charged

1. By way of fixed charge the full extent of the Company's interest (if any) in the property set out in clause 1.1 and 1.2 below and in the manner set out in clause 1.1 and 1.2 below.
 - 1.1 By way of equitable charge its rights under the deeds constituting the Partnership.
 - 1.2 By way of equitable charge the beneficial interest in any property of the Partnerships being held on trust for it.
2. The Security constituted by the Document shall rank in all respects subject to the Prior Security.
3. By way of assignment, the benefit to the Company of the Deeds of Accession and Variation.

Where

- (i) "the Partnerships" means the BAA McArthur/Glen (Swindon Phases II and III) Limited Partnership and the BAA McArthur/Glen (Mansfield) Limited Partnership and the BAA McArthur/Glen (Bridgend Phases II and III) Limited Partnership.
- (ii) "Partnership Deeds" means the three partnership deeds dated 23rd December 1998 each made between (1) BAA Partnership Limited, MGE Europe Holdings LLC, RT (Bridgend) Limited and either (2) BAA McArthur/Glen (Swindon Phases II and III) General Partner Limited or BAA McArthur/Glen (Bridgend Phases II and III) General Partner Limited or BAA McArthur/Glen (Mansfield) General Partners Limited.

- (iii) "Prior Security" means any security now or in the future granted by the Company over the Charged Property in favour of BAA Plc as security trustee for BAA McArthur/Glen (UK) Limited and the Company.
 - (iv) "Charged Property" means the whole or any part of the property, assets, income and undertaking of the Company from time to time mortgaged, charged or assigned to the Lender pursuant to the Document.
 - (v) "Deeds of Accessions and Variation" means the Deed of Accession and Variation dated 23rd December 1998 made between BAA Partnership Limited, MGE Europe Holdings LLC, RT (Bridgend) Limited, BAA McArthur/Glen (Mansfield) General Partner Limited, BAA McArthur/Glen (MH) Limited, V&P Midlands Limited, BAA McArthur/Glen (Mansfield) Limited and BAA McArthur/Glen (UK) Limited and the Deed of Accession and Variation dated 23rd December 1998 made between BAA Partnership Limited, MGE Europe Holdings LLC, RT (Bridgend) Limited, BAA McArthur/Glen (Swindon Phases II and III) General Partner Limited, BAA McArthur/Glen (SH) Limited, Carillion Construction Limited (formerly called Tarmac Construction Limited), BAA McArthur/Glen (Swindon) Limited and BAA McArthur/Glen (UK) Limited and the Deed of Accession and Variation dated 23rd December 1998 made between BAA Partnership Limited, MGE Europe Holdings LLC, RT (Bridgend) Limited, BAA McArthur/Glen (Bridgend Phases II and III) General Partner Limited, BAA McArthur/Glen (BH) Limited, V&P Midlands Limited, BAA McArthur/Glen (Bridgend) Limited and BAA McArthur/Glen (UK) Limited.
 - (vi) "Person" includes any individual, company, corporation, firm partnership, joint venture, undertaking, association, organisation trust, state or agency of a state (in each case whether or not having separate legal personality).
- A) The Company shall not:-
- (a) create, permit to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property except for any Permitted Security Interest;
 - (b) convey, assign, transfer or agree to convey, assign or transfer the whole or part of the Charged Property;
 - (c) permit or agree to any variation of the rights attaching to the whole or any part of the Charged Property;
 - (d) do, cause or permit to be done anything which may in the opinion of the Lender, in any way depreciate, jeopardise or otherwise prejudice the value to be Lender (whether monetary or otherwise) of the whole or any part of the Charged Property;

- (e) (in as far as the Company is able) not to vary or permit any amendment to the Partnership Deed without the Lenders prior written consent (not to be unreasonably withheld).

Where (in addition to the definitions referred to above)

- (i) "Security Interest" means any mortgage, charge, assignment, pledge, lien, right of set off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including, without limitation, any "hold back" or "flawed asset" arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback arrangement, trust agreement, declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantial effect of the creation of security;
- (iii) "Permitted Security Interest" means
 - (a) the security constituted by the Document;
 - (b) liens arising by operation of law in the ordinary course of business; and
 - (c) Prior Security;
 - (d) any Security Interest consented to by the Lender in writing (such consent not to be unreasonably withheld).



MARTINEAU JOHNSON

FACSIMILE MESSAGE

TO: Lindsey Nicholls FAX: 01222 380827
OF: Companies House
FROM: Naomi Tudor DATE: 9 September 1999
OUR REF: NXT/LL106047

This message comprises 1 pages including this page.

PLEASE TELEPHONE IF INCOMPLETE OR ILLEGIBLE

MESSAGE/COMMENTS

This message is intended for the addressee only and may contain information that is confidential or privileged. Unauthorised use is strictly prohibited and may be unlawful. If you are not the addressee, you should not read, copy, disclose or otherwise use this message, except for the purpose of delivery to the addressee.

Dear Lindsey,

RT (Bridgend) Limited
Company number : 2910692

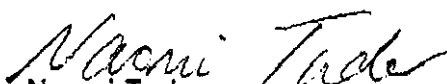
I write further to our earlier telephone conversation.

I authorise you to amend the forms 395 listed below to show the name of the mortgagee as being Lloyds TSB Bank plc rather than Lloyds Bank plc. The forms which need amending are as follows :-

1. Two forms relating to the Fixed and Floating Charge Debenture.
2. Six forms relating to Charges over Partnership Shares.
3. Four forms relating to Charges over Shares.

Thank you for your assistance in this matter.

Yours sincerely,


Naomi Tudor

E-mail: naomi.tudor@martjohn.com
Banking - 14673 - 1

Direct Dial: 0121 678 1564

Direct Fax: 0121 233 1425

FILE COPY



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

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

COMPANY No. 02910692

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER PARTNERSHIP SHARES DATED THE 23rd AUGUST 1999 AND CREATED BY RT (BRIDGEND) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th SEPTEMBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th SEPTEMBER 1999 .



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E