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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

RT 19

2910692

Name of company

* RT (Bridgend) Limited ("the Company")

Date of creation of the charge

23 August 1999

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

Fixed and Floating Charge Debenture ("the Debenture")

Amount secured by the mortgage or charge

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).

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

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

Postcode B3 2DS

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

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

JCR/LL106047-M3953

Time critical reference

For official Use
Mortgage Section

Post room



See Rider 1 attached.

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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

Short particulars of all the property mortgaged or charged

1. By way of fixed charge:
 - 1.1. All Book Debts
 - 1.2 All the Company's present and future Rights attached or relating to the BMG Facilities and the BMG Charges
 - 1.3 All the Company's present and future uncalled capital
2. By way of first floating charge, its undertaking and its Assets, both present and future (including Assets expressed to be charged by paragraph 1 above).
3. By way of assignment the benefit to the Company of the BMG Facilities and the BMG Charges subject to the provision for re-assignment therein contained.

Where

- (i) "Book Debts" means balances now or hereafter standing to the credit of any current, deposit or other accounts now or hereafter held by the Company with any person (including the Lender) and all other book and other debts of any nature whatsoever now or hereafter due or owing to the Company and the benefit of all negotiable instruments, Rights, Security, guarantees and indemnities of any nature whatsoever now or at any time hereafter enjoyed or held by it in relation thereto including without limitation to the foregoing any account from time to time set up by the Company for the purpose of receiving all and any monies due, owing, payable, paid or incurred in relation to the BMG Facilities.
- (ii) "Rights" means rights, authorities, discretions, remedies, liberties, powers, easements, quasi-easements and appurtenances (in each case, of any nature whatsoever).
- (iii) "BMG Facilities" means the loan facilities dated 16 April 1999 made between RT (Bridgend) Limited and each of BAA-McArthur/Glen (Mansfield) General Partner (as general partner of the BAA-McArthur/Glen (Mansfield) Limited Partnership), BAA-McArthur/Glen (Swindon Phases II and III) General Partner

Limited (as general partner of the BAA-McArthur/Glen (Swindon Phases II and III Limited Partnership) and BAA-McArthur/Glen (Bridgend Phases II and III) General Partner Limited (as general partner of the BAA-McArthur (Bridgend Phases II and III) Limited Partnership;

(iv) "BMG Charges" means

- (a) the debenture and security trust deed dated 23 July 1997 made between BAA-McArthur/Glen (Mansfield) Limited, BAA-McArthur/Glen (MH) Limited, V&P Midlands Limited, and BAA Plc as amended by an original debenture amendment and accession deed dated 16 April 1999 made between BAA-McArthur/Glen (Mansfield) Limited, BAA-McArthur/Glen (Mansfield) General Partner Limited, BAA-McArthur/Glen (MH) Limited, V&P Midlands Limited, BAA-McArthur/Glen (UK) Limited, RT (Bridgend) Limited, and BAA Plc;
- (b) the debenture and security trust deed dated 16 April 1999 made between BAA-McArthur/Glen (Swindon Phases II and III) General Partner Limited, BAA McArthur/Glen (Swindon Phase III Trustco) Limited, RT (Bridgend) Limited and BAA-McArthur/Glen (UK) Limited and BAA Plc;
- (c) a debenture and security trust deed dated 16 April 1999 made between BAA-McArthur/Glen (Bridgend Phases II and III) General Partner Limited, RT (Bridgend) Limited, BAA-McArthur/Glen (UK) Limited and BAA Plc;
- (d) a debenture and security trust deed dated 16 April 1999 made between BAA-McArthur/Glen (Mansfield) General Partner Limited, MGE Europe Holdings LLC, BAA Partnership Limited, RT (Bridgend) Limited, BAA-McArthur/Glen UK Limited and BAA plc;
- (e) a debenture and security trust deed dated 16 April 1999 made between BAA-McArthur/Glen (Swindon Phase II and III) General Partner Limited, MGE Europe Holdings LLC, BAA Partnership Limited, RT (Bridgend) Limited, BAA-McArthur/Glen UK Limited and BAA plc;
- (f) a debenture and security trust deed dated 16 April 1999 made between BAA-McArthur/Glen (Bridgend Phase II and III) General Partner Limited, MGE Europe Holdings LLC, BAA Partnership Limited, RT (Bridgend) Limited, BAA-McArthur/Glen UK Limited and BAA plc; and
- (g) a debenture and security trust deed dated 16 April 1999 made between BAA-McArthur/Glen (Derbyshire) Limited, BAA-McArthur/Glen UK

Limited, RT (Bridgend) Limited and BAA plc;

entered into and pursuant to the BMG Facilities;

- (v) "Assets" means business, undertaking, property, assets, revenues, Rights and uncalled capital wherever situated including, without limitation to the foregoing all the Company's rights title and interest in the BMG Facilities and BMG charges.
- (vi) "Security" includes any mortgage, pledge, lien, hypothecation, security interest or other charge or encumbrance and any other agreement or arrangement having substantially the same economic effect (including "hold back" or "flawed asset" arrangement).
- (v) "Person" includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of a state (in each whether or not having separate legal personality).

Restrictions on Dealing

- A. Security: The Company shall not create or have outstanding any Security on, over or with respect to any of its present or future Assets except for:
 - a) the Charges and
 - b) liens arising solely by operation of law (or by an agreement evidencing the same) in the ordinary course of the Company's business.
- B. Disposal: The Company shall not sell, factor, discount, transfer, assign, lease or hire out, lend or otherwise dispose of any of its present or future Assets nor agree to do any of the foregoing except that, until (1) the floating Charge crystallises, or (2) the Charges become enforceable and the Lender takes any step to enforce the Charges or gives notice to the Company that this exception is no longer to apply, the Company may hold, enjoy and deal in the ordinary course of its business with those of its Assets which are at the relevant time not expressed to be subject to a fixed Charge.
- C. Real Property: Without prejudice to paragraph B above, the Company shall not in relation to any of its present or future Real Property or any part thereof (1) exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or by statute (2) create a tenancy of any kind, (3) part with or share possession or occupation, (4) accept the surrender of any lease, underlease or tenancy, or (5) agree to do any of the foregoing.

Book Debts

- D. Collection: The Company shall promptly collect all Book Debts and, until payment into an account with the Lender as provided in paragraph E below shall receive and hold the proceeds of collection on trust for the Lender.
- E. Payment into Designated Account: The Company shall immediately pay all moneys received or receivable by it from any source (including all proceeds of collection of Book Debts) into such account with the Lender as shall from time to time be designated by or otherwise acceptable to the Lender for the purpose of receiving the relevant moneys. The Lender may designate different accounts for different moneys.
- F. Withdrawals: The Company shall not be entitled to withdraw all or any part of the balance standing to the credit of any account with the Lender except to such extent (if any) as the Lender may from time to time permit. Permitting any particular withdrawal shall not commit the Lender to permit any other withdrawal. If the Lender debits any amount to or from any account of the Company with the Lender (in which case the Lender shall be taken to have given any necessary permission for the purpose of this Clause unless such payment was made as a result of some mistake or fact on the part of the Lender) then, on the relevant debit being made the relevant amount shall be automatically released from the fixed Charge thereon created by or pursuant to the Debenture. However, if and to the extent that all or part of that amount is paid into another account of the Company (whether with the same or another financial institution) which is in credit or becomes in credit as a result, it shall thereupon automatically become subject to the fixed Charge on the credit balance in the other account.
- G. Other Restrictions on Dealing with Book Debts: Without prejudice and in addition to other provisions in the Debenture:
- (a) except for the Charges, the Company shall not create or have outstanding any Security over all or any part of any of the Book Debts.
 - (b) except as required by (d) below, the Company shall not sell, factor, discount, transfer, assign, lend or otherwise dispose of all or any part of any of the Book Debts
 - (c) if called upon to do so by the Lender, the Company shall immediately deliver to the Lender such documents relating to such of the Book Debts as the Lender may designate (either generally or specifically) and
 - (d) if called upon to do so by the Lender, the Company shall immediately execute and deliver to the Lender (in such form as the Lender may reasonably require) a legal assignment of all the Company's right, title and interest in and to such of the Book Debts as the Lender may designate (either generally or specifically).

Where (in addition to the definitions referred to above)

- (i) "Charges" means all or any of the Security created, or which may at any time be created, by or pursuant to this Debenture
- (ii) "Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world and any estate or interest therein and any reference to Real Property includes a reference to all Rights from time to time attached or appurtenant thereto and all buildings and fixtures from time to time therein or thereon.



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

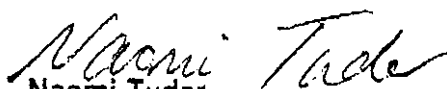
I write further to our earlier telephone conversation.

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 FIXED AND FLOATING CHARGE DEBENTURE 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