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COMPANIES FORM No. 395

ACC 06400107.

Particulars of a mortgage or charge

395

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

ACCOUNT

24 SEP 2002

RECEIVED

03577174

Name of company

* NCP South West & Wales Development Limited (the "Chargor")

Date of creation of the charge

10 September 2002

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

See Schedule 1.

Amount secured by the mortgage or charge

See Schedule 2.

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

The Royal Bank of Scotland plc, 7th Floor, 135 Bishopsgate, London EC2M 3UR, as trustee for and on behalf of the Secured Parties as defined in Schedule 5.

Postcode

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

(Via CH London Counter)
Clifford Chance Limited
Liability Partnership, 200
Aldersgate Street, London,
EC1A 4JJ

Lon-2/1269200/1

Time critical reference

FH/R0021/04295/KDH

For official Use
Mortgage Section

Post room



LD3
COMPANIES HOUSE

0165
24/09/02

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company



Short particulars of all the property mortgaged or charged

See Schedule 3.

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)

NONE

Signed Clifford Chance

Date 24 September 2002

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 CF14 3UZ

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

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

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

Company Number

03577174

Name of Company

NCP South West & Wales Development Limited (the "Chargor")

Limited*

* delete if
inappropriate

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

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

Please do not
write in this
binding margin

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

Please do not
write in this
binding margin

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

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

**Schedules to Form 395
relating to the Deed of Accession entered into by NCP South West & Wales Development
Limited (Company No. 03577174) dated 10 September 2002**

SCHEDULE 1

DESCRIPTION OF THE INSTRUMENT

A deed of accession dated 10 September 2002 (the "**Deed of Accession**") between the Chargor and The Royal Bank of Scotland plc as trustee (the "**Trustee**") whereby the Chargor acceded to a debenture (the "**Debenture**") dated 22 May 2002 as amended and restated from time to time and made originally between Sharescreen Limited (now known as Bishopsgate Parking Limited), Sharescoop Limited (now known as Parking International Limited) and the Trustee.

SCHEDULE 2

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

All obligations which the Chargor may at any time have to the Trustee (whether for its own account or as trustee for the Secured Parties, as defined in Schedule 5 of this form 395) or any of the other Secured Parties under or pursuant to the Finance Documents, as defined in Schedule 5 of this form 395 (including the Debenture) including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) (the "**Secured Obligations**").

SCHEDULE 3

SHORT PARTICULARS OF ALL THE PROPERTY CHARGED

FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE

1. Fixed Charges

1.1 The Chargor charged with full title guarantee in favour of the Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it related to land in England and Wales vested in the Chargor was by way of legal mortgage) all the Chargor's right, title and interest from time to time in and to each of the following assets:

- (a) the English Real Property, other than any assigned pursuant to the second paragraph of this Schedule 3 or leasehold property which precludes absolutely or conditionally charging, until such condition, consent or waiver is satisfied or obtained by the landlord,
- (b) the Tangible Moveable Property;
- (c) the Accounts;
- (d) the Intellectual Property;
- (e) any goodwill and rights in relation to the uncalled capital of the Chargor;
- (f) the Investments;
- (g) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution or conversion or otherwise);
- (h) all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture and all Related Rights; and
- (i) each of the Specific Contracts.

1.2 In respect of the Irish Real Property, other than assigned pursuant to the second paragraph of this Schedule 3 or leasehold property which precludes absolutely or conditionally charging, until such condition, consent or waiver is satisfied or obtained by the landlord, the Chargor, as a continuing security for the payment of all monies including interest and the discharge of all the Secured Obligations,:

- (a) granted and demised unto the Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations such of the Irish Real Property that was not registered in the Land Registry of Northern Ireland TO

HOLD as to so much thereof as was of freehold tenure unto the Trustee for the term of ten thousand years from the date of the creation of the charge and TO HOLD as to so much thereof as was of leasehold tenure unto the Trustee for the residue of the respective term of years for which same were held except for the last three days of such respective term subject to the proviso for redemption; and

- (b) charged in favour of the Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations such of the Irish Real Property as was registered in the Land Registry of Northern Ireland with payment of all monies including interest, subject to the proviso for redemption.

2. Assignments

The Chargor assigned with full title guarantee (save that full title guarantee was not applicable to any of the matters governed by the laws of Northern Ireland) to the Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations at any time owed or due all the Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party):

- 2.1 the proceeds of any Insurance Policy and all Related Rights in respect of any Insurance Policy;
- 2.2 all rights and claims in relation to any Assigned Account; and
- 2.3 all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future in order to enable the Trustee to perfect its rights thereunder or under the Debenture) entered into by or given to the Chargor in respect of the Real Property including all:
 - (a) claims, remedies, awards or judgments paid or payable to the Chargor (including, without limitation, all liquidated and ascertained damages payable to the Chargor in respect of the items referred to); and
 - (b) guarantees, warranties, bonds and representations given or made by, and any rights or remedies against any designer, builder, contractor, professional adviser, sub-contractor, manufacturer, supplier or installer of any fixture, fitting, fixed plant or machinery,

in each case, relating to all or any part of the Real Property.

3. **Floating Charge**

The Chargor charged with full title guarantee (save that full title guarantee was not applicable in respect of any assets situated in Northern Ireland) (or in relation to assets situated in or governed by the laws of Scotland with absolute warrandice) in favour of the Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge the whole of the Chargor's undertaking and assets, present and future, other than any assets validly and effectively charged or assigned (whether at law or in equity) by way of fixed security under the laws of England and Wales or Northern Ireland in favour of the Trustee as security for the Secured Obligations.

NEGATIVE PLEDGE AND FURTHER ASSURANCE

The Debenture contains negative pledge and further assurance covenants.

SCHEDULE 4

PROPERTY TO BE SUBJECT TO CHARGE CREATED BY THE DEED OF ACCESSION

Details of English Real Property

1. All that freehold property known as Land at south side of St Clement Street, registered at HM Land Registry under title number CL12587.
2. All that freehold property known as 9 Ladybellegate Street, registered at HM Land Registry under title number GR46309.
3. All that leasehold property known as Multi Storey Car Park at Tredegar Street, registered at HM Land Registry under title number WA460865.

Details of Insurance Policies

Policy	Insured	Insurer	Policy number	Renewal date	Cover
Property Damage/BI	Parking International Limited & its subsidiaries.	Allianz Cornhill	3043350102	Annually from 22/05/02	- All Risks - ICW - BI (First Loss)
Terrorism	Parking International Limited & its subsidiaries.	Pool Re.	3043350102	Annually from 22/05/02	- Cover in excess of the first £100,000 covered under the MD/BI policy. - Restricted to fire & explosion only.
Computer Breakdown	Parking International Limited & Subsidiaries.	Allianz Cornhill	3043305102	25/07/03	- Computer equipment and/or auxiliary equipment. - All Risks including theft and malicious damage.
Motor Fleet	Parking International Limited & its subsidiaries.	Allianz Cornhill	BV/11576145 (any vehicle)	Annually from 22/05/02	- Comprehensive - Any vehicle owned, hired, leased incl. Mopeds. - Business Use - Affording Access - Employees' vehicles for business use.

Policy	Insured	Insurer	Policy number	Renewal date	Cover
Engineering	Parking International Limited & its subsidiaries.	Royal & Sun Alliance	CY/NV11523	01/07/03	<ul style="list-style-type: none"> - Inspection service for plant in accordance with statutory requirements. - Fragmentation/sudden & unforeseen damage. - Machinery breakdown
Environmental Liability	Parking International Limited & its subsidiaries.	CERTA	28 0204 0200	27/06/2012	<ul style="list-style-type: none"> - Regulatory Liability, Third Party liability & Lease Liability - In respect of the Long Ashton Site (Park & Ride)
Environmental Liability	Parking International Limited & its subsidiaries.	Zurich Commercial	701382502EN PLDF	22/07/03	<ul style="list-style-type: none"> - Regulatory Liability, Third Party liability & Lease Liability - In respect of the site at Pear Tree Street, Islington

SCHEDULE 5

DEFINITIONS

In this form 395:

"Account" means any credit balance from time to time on any account opened or maintained by the Chargor with the Trustee or any other financial institution and all Related Rights.

"Assigned Account" means any credit balance from time to time on any account opened or maintained by the Chargor with the Trustee or any other financial institution details of which are set out in Schedule 4 of this form 395, all Related Rights and any other Account that may from time to time be identified in writing as an Assigned Account by the Trustee.

"English Real Property" means the Real Property situated in England and Wales and specified in Schedule 4 of this form 395 and any future Real Property acquired by the Chargor and charged by the Trustee in accordance with the Debenture.

"Facility Agreement" means the facility agreement dated 22 May 2002 as amended from time to time and originally made between Bishopsgate Parking Limited (formerly known as Sharescreen Limited), Parking International Limited (formerly known as Sharescoop Limited) and The Royal Bank of Scotland plc.

"Finance Documents" means the Facility Agreement, any fee letter, any accession letter, any transaction security document, any ancillary document and any other document defined as or designated as a "Finance Document" pursuant to the Facility Agreement.

"Insurance Policy" means any policy of insurance details of which are set out in Schedule 4 to this form 395 and any other policy of insurance (including life insurance or assurance in which the Chargor may from time to time have an interest).

"Intellectual Property" means any trade marks details of which are set out in Schedule 4 of this form 395 and any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights.

"Investments" means:

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares),
- (b) all interests in collective investment schemes, and

- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b) in each case,

whether held directly by or to the order of the Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

"Irish Real Property" means the Real Property situated in Northern Ireland and specified in Schedule 4 of this form 395 and any future Real Property acquired by the Chargor and charged by the Trustee in accordance with the Debenture.

"Monetary Claims" means any book and other debts and monetary claims owing to the Chargor and any proceeds thereof (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets, property, rights or undertaking of the Chargor).

"Real Property" means:

- (a) any freehold, leasehold or immovable property (including the English Real Property and Irish Real Property specified in Schedule 4 of this form 395); and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights.

"Related Rights" means, in relation to any asset,

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

"Secured Parties" means the Trustee, any receiver or delegate, the agent, each lender, the issuing bank and each ancillary lender from time to time party to any Finance Document.

"Shares" means all of the shares specified in Schedule 4 of this form 395 and all other shares held legally and/or beneficially by the Chargor at any time.

"Specific Contracts" means each of the contracts specified in Schedule 4 of this form 395.

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and all Related Rights.

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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. 03577174

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED THE 10th SEPTEMBER 2002 AND CREATED BY NCP SOUTH WEST & WALES DEVELOPMENT LIMITED FOR SECURING ALL OBLIGATIONS DUE OR TO BECOME DUE FROM THE COMPANY (THE "CHARGOR") TO THE ROYAL BANK OF SCOTLAND PLC, LONDON, AS TRUSTEE FOR AND ON BEHALF OF THE SECURED PARTIES OR ANY OF THE OTHER SECURED PARTIES 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 24th SEPTEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th SEPTEMBER 2002 .



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —