

M

COMPANIES FORM No 395

121213

Particulars of a mortgage or charge

395

CHFP000

A fee of £13 is payable to Companies House in respect of each register entry for the mortgage or charge.

Please do not write
in this margin

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 6)

For Official use

Company Number



03577772

Name of Company

*insert full name of
company

NCP North West Limited (the "Company")

Date of creation of the charge

27 July 2007

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

A fixed and floating security document (the "Debenture") dated 27 July 2007 between the Company and Royal Bank of Canada Europe Limited (the "Security Agent")

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

Royal Bank of Canada Europe Limited acting as Security Agent on behalf of the Finance Parties

Thames Court, 1 Queenhithe Court, London

Postcode

EC4V 4DE

Presentor's name address and
reference (if any)

Linklaters LLP
One Silk Street
London EC2Y 8HQ
Tel 020 7456 2000

Ref B Tomlinson

For official Use
Mortgage Section

FRIDAY



LD6

L338SRSA

03/08/2007

465

COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

(PLEASE SEE ATTACHED CONTINUATION SHEET)

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)

Nil

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge
(See Note 5)

Signed

Linklaters LLP

Date

3 August 2007

On behalf of chargee

Note

[†] 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, e.g. "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 including 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

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The "Liabilities", which is defined in the Debenture as meaning all present and future moneys, debts and liabilities due, owing or incurred by it to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise)

Short particulars of all the property mortgaged or charged**1 Fixed Charges****1.1 Creation**

The Company, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Agent

- (a) by way of first legal mortgage, all Real Property in England and Wales described in Annex 2 (*Real Property*) of this Schedule,
- (b) by way of first fixed equitable charge, all other Real Property belonging to it at the date of the Debenture and all Real Property acquired by it in the future, and
- (c) by way of first fixed charge, all its present and future
 - (I) Book Debts,
 - (II) Bank Accounts,
 - (III) Investments (including the Group Shares described in Annex 1 (*Investments*) of this Schedule),
 - (IV) uncalled capital and goodwill,
 - (V) Intellectual Property (including that described in Annex 3 (*Intellectual Property*) of this Schedule),
 - (VI) plant and machinery (except that mortgaged or charged by paragraph (a) or (b) of Clause 3 of the Debenture) excluding any assets which are not owned by it,
 - (VII) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits, and
 - (VIII) benefit of any Hedging Agreements to which it is party, including all moneys payable to the Company under any Hedging Agreements to which it is a party

1.2 Leasehold interests containing prohibition on charging

- (a) Until the relevant consent shall have been obtained, there shall be excluded from the charges created by Clause 3 of the Debenture (and the further assurance provisions set out in Clause 6.3 (*Further Assurance*) of the Debenture) any leasehold property held by the Company under a lease and any other property where the freehold is not owned where (i) the terms of such lease or other arrangement either preclude absolutely the Company from creating any charge over its leasehold or other interest in such property, or require the consent of any third party prior to the creation of such charge (including, for the avoidance of doubt, where such third party's consent cannot, under the terms of such lease, be unreasonably withheld and/or delayed), and (ii) such consent has not been previously obtained (each an "**Excluded Property**")
- (b) With regard to each Excluded Property, the Company hereby undertakes that, if the Security Agent considers (acting reasonably) that the Security over the Real Property is in jeopardy, or if a Default is continuing, it shall as soon as practicable make application for the consent of the third party from whom consent is required to the creation of the charges contained in Clause 3 of the Debenture (and the further assurance provisions set out in Clause 6.3 (*Further Assurance*) of the Debenture) and, in respect of each lease which provides that the relevant third party will not unreasonably

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withhold its consent, to use its reasonable endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations with such third parties

- (c) Forthwith upon receipt of any such third party consent or if the Company gives notice that such Excluded Property shall be subject to this charge, the relevant Excluded Property shall thereupon be charged to the Security Agent pursuant to the terms of Clause 3 of the Debenture (or, as the case may be, Clause 5 (*Assignment*) of the Debenture) If required by the Security Agent in respect of any Excluded Property, at any time following receipt of such consent, the Company shall execute a legal mortgage in favour of, and in such form as is required by, the Security Agent, subject only to the same continuing terms and conditions which are no more onerous than those contained herein
- (d) If any third party whose consent is required under the terms of any lease or other arrangement relating to Excluded Property to the creation by the Company of the floating charge over such Excluded Property under Clause 4 (*Floating Charge*) of the Debenture notifies the Company of the resultant breach of such lease or other arrangement, then the Company shall promptly advise the Security Agent of such notification and if the Company, following consultation with the Security Agent, determines (acting reasonably) that there is a reasonable likelihood of its interest in such Excluded Property being forfeited or otherwise curtailed or it being otherwise prejudiced by action taken by such third party by virtue of the continued subsistence of the floating charge over such Excluded Property, it shall so notify the Security Agent in writing and the Security Agent shall promptly thereafter execute such documents as shall be necessary to release such Excluded Property from the floating charge created by Clause 4 (*Floating Charge*) of the Debenture

1.3 Intellectual property interests containing prohibition on charging

- (a) Until the relevant consent shall have been obtained, there shall be excluded from the charges created by Clause 3 of the Debenture (and the further assurance provisions set out in Clause 6.3 (*Further Assurance*) of the Debenture) any Intellectual Property in which the Company has an interest pursuant to any licence or other agreement, the terms of which either preclude absolutely the Company from creating any security over its interest in such Intellectual Property, or require the consent of any third party prior to the creation of such charge and such consent has not been previously obtained (each an "Excluded Intellectual Property Right")
- (b) With regard to each Excluded Intellectual Property Right, the Company undertook within 5 Business Days of the date of the Debenture (or, if such Excluded Intellectual Property Right is not owned by the Company at the date of the Debenture, within 5 Business Days of the acquisition of such Excluded Intellectual Property Right) to make application for the consent of the third party from whom consent is required to the creation of the charges contained in Clause 3 of the Debenture (and the further assurance provisions set out in Clause 6.3 (*Further Assurance*) of the Debenture) and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent, to use its reasonable endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations with such third parties

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- (c) Forthwith upon receipt of any such third party consent, the relevant Excluded Intellectual Property Right shall thereupon be charged to the Security Agent pursuant to the terms of Clause 3 of the Debenture (or, as the case may be, Clause 5 (*Assignment*) of the Debenture) If required by the Security Agent in respect of any Excluded Intellectual Property Right, at any time following receipt of such consent, the Company will execute Security in favour of, and in such form as is required by, the Security Agent, subject only to the same containing terms and conditions no more onerous than those contained in the Debenture
- (d) If any third party whose consent is required under the terms of any licence or other agreement relating to any Excluded Intellectual Property Right to the creation by the Company of the floating charge over such Excluded Intellectual Property Right under Clause 4 (*Floating Charge*) of the Debenture notifies the Company of the resultant breach of such licence or other agreement, then the Company shall promptly advise the Security Agent of such notification and if the Company, following consultation with the Security Agent, determines (acting reasonably) that there is a reasonable likelihood of its interest in such Excluded Intellectual Property Right being forfeited or otherwise curtailed or it being otherwise prejudiced by action taken by such third party by virtue of the continued subsistence of the floating charge over such Excluded Intellectual Property Right, it shall so notify the Security Agent in writing and the Security Agent shall promptly thereafter execute such documents as shall be necessary to release such Excluded Intellectual Property Right from the floating charge created by Clause 4 (*Floating Charge*) of the Debenture

2 Floating Charge

2.1 Creation

The Company, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Agent by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3 (*Fixed charges*) of the Debenture or assigned by Clause 5 (*Assignment*) of the Debenture)

2.2 Qualifying Floating Charge

- (a) The floating Charge created by the Company pursuant to Clause 4.1 (*Creation*) of the Debenture is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the Debenture and the Security Agent may appoint an Administrator of the Company pursuant to that paragraph

2.3 Ranking

The floating Charge created by the Company ranks

- (a) behind all the fixed Charges created by the Company, but

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- (b) in priority to any other Security over the Charged Assets of the Company, except for Security ranking in priority in accordance with paragraph (f) of Schedule 4 (*Rights of Receivers*) of the Debenture and any Permitted Security

2.4 Conversion by notice

The Security Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Company specifying the relevant Charged Assets (either generally or specifically)

- (a) if it reasonably considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or
- (b) while there is a Declared Default

2.5 Automatic conversion

If

- (a) the Company takes any step to create any Security in breach of Clause 6.1 (*Security*) of the Debenture over any of its Charged Assets not subject to a fixed Charge, or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge

3 Assignment

3.1 Creation

The Company, with full title guarantee and as security for the payment of all Liabilities, assigned absolutely to the Security Agent all its present and future

- (a) right, title and interest in and to the Assigned Contracts, including all moneys payable to the Company, and any claims, awards and judgments in favour of receivable or received by the Company, under or in connection with the Assigned Contracts,
- (b) right, title and interest in and to all Insurances and all proceeds in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of, Insurances) (except those charged by paragraph (c) of Clause 3.1 (*Creation*) of the Debenture), and
- (c) rights in relation to its Real Property (except those charged by paragraph (b) of Clause 3.1 (*Creation*) of the Debenture), including all rights against all past, present and future tenants of its Real Property and their respective guarantors and sureties

3.2 Assignment of proceeds, damages etc

To the extent that any such right, title, interest or benefit described in Clause 3.1 (*Creation*) of the Debenture is not assignable or capable of assignment, or where, as a result of such assignment, such Assigned Contract would be void, such assignment purported to be effected by Clause 3.1 (*Creation*) of the Debenture shall operate as an assignment of any and all proceeds of present or future Assigned Contracts received by

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the Company as continuing security for the payment, discharge and performance of the Liabilities at any time owed or due to the Finance Parties (or any of them)

4 Restrictions and further assurance

4.1 Security

The Company shall not create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by Clauses 27.21 to 27.23 (*Negative pledge*) of the Facilities Agreement, except as permitted by that Clause

4.2 Disposal

The Company shall not (and shall not agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except as permitted by Clauses 27.24 and 27.25 (*Disposals*) of the Facilities Agreement

4.3 Further assurance

The Company shall promptly do whatever the Security Agent requires

- (a) to perfect, protect or ratify the Charges or the priority of the Charges, or
- (b) after the Security intended to be created by the Debenture becomes enforceable, to facilitate the realisation of the Charged Assets or, at any relevant time, the exercise of any rights vested in the Security Agent or any Receiver,

including, without limitation, executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction the Security Agent considers expedient (acting reasonably) or granting any confirmation or ratification of the Security constituted by the Debenture, and in each case in a manner which is consistent with the remaining provisions of the Debenture and, in the case of any document required to be executed under Clause 6.3 (*Further Assurance*) of the Debenture, containing clauses corresponding to and which are on terms no more onerous than the provisions of the Debenture

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DEFINITIONS

"Administrator" means an administrator appointed under Schedule B1 to the Insolvency Act 1986

"Agent" means Royal Bank of Canada Europe Limited

"Assigned Contracts" means

- (a) the contracts and documents listed in Schedule 2 (*Assigned Contracts*) of the Debenture,
- (b) any Hedging Agreement, or
- (c) any Insurances,

or any of them

"Bank Accounts" means all current, deposit or other accounts of the Company with any bank or financial institution in which it at the date of the Debenture or in the future has an interest and (to the extent of its interest) all balances at the date of the Debenture or in the future standing to the credit of or accrued or accruing on those accounts

"Book Debts" means all book and other debts of any nature of the Company, and all other rights to receive money (excluding Bank Accounts), at the date of the Debenture or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London and

- (a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency, or
- (b) (in relation to any date for payment or purchase of euro) any TARGET Day (as defined in the Facilities Agreement)

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Debenture

"Declared Default" means the occurrence of an Event of Default which is continuing and has resulted in a notice being served by the Agent under or in accordance with Clause 28 31 (*Acceleration*) of the Facilities Agreement or an intention to enforce has been given by the Agent under the Facilities Agreement

"Default" means an Event of Default or any event or circumstance specified in Clause 28 (*Events of Default*) of the Facilities Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default, provided that in relation to any event or circumstance which is subject to a materiality condition or threshold before such event would constitute an Event of Default, such event or circumstance shall not constitute a Default until such materiality condition or threshold has been satisfied

"Event of Default" means any event or circumstance specified as such in Clause 28 (*Events of Default*) of the Facilities Agreement

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"Facilities Agreement" means the facilities agreement dated 8 March 2007 (as amended and restated on 14 March 2007 and 8 May 2007) between, inter alios, MEIF II CP Holdings 1 Limited as Parent, MEIF II CP Holdings 3 Limited as Bidco, Royal Bank of Canada as Arranger, the Original Lenders named in that agreement and Royal Bank of Canada Europe Limited as Agent and the Security Agent

"Finance Document" means the Facilities Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, the Hedging Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Syndication Side Letter, any Transaction Security Document, any Utilisation Request and any other document designated as a Finance Document by the Agent and Bidco (as defined in the Facilities Agreement)

"Finance Party" means the Agent, the Arranger, the Security Agent, a Lender, the Issuing Bank, any Hedge Counterparty or an Ancillary Lender

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

"Group Shares" means all shares in the members of the Group described in Annex 1 (*Investments*) of this Schedule

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by Bidco and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Facility A (as defined in the Facilities Agreement)

"Insolvency Act" means the Insolvency Act 1986

"Insurances" of the Company means all contracts and policies of insurance of any kind at the date of the Debenture or in the future taken out by or on behalf of it or (to the extent of its interest) in which it at the date of the Debenture or in the future has an interest

"Intellectual Property" of the Company means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it at the date of the Debenture or in the future owns or (to the extent of its interest) in which it at the date of the Debenture or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same)

"Investments" of the Company means

securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),

- (a) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (b) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and

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- (c) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case at the date of the Debenture or in the future owned by it or (to the extent of its interest) in which it at the date of the Debenture or in the future has an interest

"Permitted Security" means "Permitted Security" as defined in the Facilities Agreement

"Real Property" means

(a) any freehold, leasehold or immovable property, and

(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property

"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement entered into for the purpose of and having the effect of providing security

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**ANNEX 1
INVESTMENTS**

Name of Company	Name of company in which shares are held	Class of shares	Number of shares held
NCP North West Limited	N/A	N/A	N/A

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**ANNEX 2
REAL PROPERTY**

Address of Property	Landlord of Property	Title Number
Ashford County Square MSCP, Ashford, Kent, TN23 1YB	ING Retail Property Fund Bnttanica	Leasehold Title No K499595
Ashford Park Mall MSCP, Edinburgh Road, Ashford, Kent, TN24 8RW	Bishopsgate Parking (No 2) Ltd	Occupational leasehold Title No K56058
Banbury Cherwell Centre, George Street, Banbury, OX16 5BH	Birmingham International Airport Ltd	Leasehold Title No ON244762
Birmingham Airport L/Stay No 1, Airport Way, Birmingham, B26 3QW	Birmingham International Airport Ltd	No registered title entres but copy lease dated 13/10/1971 refers to Title No WM634804
Birmingham Alexandra/Albany, St Jude's Passage, Birmingham, B5 4AR	Bishopsgate Parking Ltd	Leasehold Title No WM779494
Birmingham Londonderry House, Dalton Street, B4 7LX	Bishopsgate Parking (No 2) Ltd	Occupational leasehold Title No WM795934
Birmingham Newhall Street, B3 1SL	Bishopsgate Parking Ltd	Occupational leasehold Title No WM779507

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Birmingham Pallasades, Queens Drive, Birmingham B5 4DQ	Capital & Regional (Pallasades One)	Leasehold Title No WM623378
Birmingham Royal Angus/St Chads, B4 6EH	Bishopsgate Parking (No 2) Ltd	Occupational leasehold Title No WM795929
Brighton Church Street , Brighton, BN1 1UW	Bishopsgate Parking Ltd	Occupational lease Title No ESX261780
Bristol Broadmead, Lower Castle Street, Bristol BS1 3AF	Bishopsgate Parking (No 2) Ltd	Occupational lease Title No BL74791
Bristol Rupert Street, Bristol, BS1 2PY	Bishopsgate Parking Ltd	Occupational lease Title No BL72284
Bristol St James Barton, Bond Street, Bristol, BS1 3LJ	Bishopsgate Parking Ltd	Occupational lease Title No BL72285
Cardiff Durnfries Place, Quay Street, Cardiff, CF10 3FN	Bishopsgate Parking Ltd	Occupational lease Title No CYM88768
Cardiff Greyfriars, Greyfriars Road, CF10 3AD	Bishopsgate Parking (No 2) Ltd	Unregistered

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Cardiff Westgate Street, Quay Street, CF10 1DZ	Bishopsgate Parking (No 2) Ltd	Unregistered
Cardiff Wood Street Great Western Lane, Cardiff, CF10 1EN	Bishopsgate Parking (No 2) Ltd	Unregistered
Colchester Nunns Road, Colchester, CO1 1EJ	Bishopsgate Parking Ltd	Occupational lease Title No EX690500 and EX694283
Crawley Kingsgate, Queeensway, Crawley, RH10 1EN	BPL (Kingsgate Car Park Limited)	Unregistered
Heathrow Flightpath, rear of Park Inn, Bath Road, UB7 ODU	Bishopsgate Parking Ltd	Unknown
Ipswich Tackett Street, Suffolk, IP4 1AU	Bishopsgate Parking (No 2) Ltd	Occupational leasehold Title No SK238947
Ipswich Tower Ramparts, Crown Street, IP1 3DH	Bishopsgate Parking Ltd	Occupational leasehold Title No SK231834
Leeds The Markets (Harper St), LS2 7EA	Bishopsgate Parking (No 2) Ltd	Occupational leasehold Title No WYK736419

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Leeds Wellington Place, LS 4AJ	Postel Properties Ltd	Leasehold Title No WYK706237
Leicester East Street, LE3 6NB	Bishopsgate Parking Ltd	Occupational leasehold Title No LT346726
Leicester Lee Circle, LE1 3RE	Bishopsgate Parking Ltd	Occupational leasehold Title No LT346729
Leicester St Nicholas Circle, LE1 4LF	Bishopsgate Parking Ltd	Occupational leasehold Title No LT346728
Liverpool Moorfields, Vernon Street, L2 2AY	Bishopsgate Parking (No 2) Ltd	Occupational leasehold title (accessway) Title No MS471229 Occupational leasehold unregistered
Liverpool Pall Mall/Exchange Station, L3 6AL	Bishopsgate Parking Ltd	Occupational leasehold Title No MS461759
London Brewer Street, 2 Lexington Street, Soho, W1R 3FD	Bishopsgate Parking Ltd	Occupational leasehold Title No NGL813042
London Cadogan Place, Knightsbridge, SW1X 9SA	Bishopsgate Parking (No 2) Ltd	Occupational leasehold title unregistered
London Semley Place, Victoria, SW1W 9QL	Bishopsgate Parking (No 2) Ltd	Occupational leasehold Title Nos NGL819978 and NGL819976
Newcastle John Dobson Street, NE1 8HL	Bishopsgate Parking Ltd	Occupational leasehold Title No TY391134

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Norwich St Stephens Street, 12 Queens Road, NR1 3PR	Bishopsgate Parking (No 2) Ltd	Occupational leasehold Title No NK291891
Nottingham Mount Street, NG1 6HG	Bishopsgate Parking Ltd	Occupational leasehold Title No NT374792
Nottingham Stoney Street, NG1 1LS	Bishopsgate Parking Ltd	Occupational leasehold Title No NT374793
Portsmouth Crasswell Street MSCP, PO1 1SB	Bishopsgate Parking (No 2) Ltd	Occupational leasehold Title No PM8777
Richmond MSCP, Richmond Station, The Quadrant, Kew Road, TW9 2NA	Bishopsgate Parking (No 2) Ltd	Occupational leasehold Title Nos TGL217848 and TGL225422
Salford New Bailey Street, M3 5 FS	Bishopsgate Parking (No 2) Ltd	Occupational leasehold Title Nos GM927094 and GM930581
Salford Stanley Street, off Irwell Street, M3 5JA	Bishopsgate Parking (No 2) Ltd	Occupational leasehold Title No GM927092
Sheffield Arundel Gate, Pond Street, S1 2PN	Bishopsgate Parking (No 2) Ltd	Occupational leasehold Title No SYK462736
Sheffield Campo Lane, S1 2EF	Bishopsgate Parking (No 2) Ltd	Occupational leasehold Title No SYK462737
Southport Chapel Street, PR9 0TJ	Bishopsgate Parking (No 2) Ltd	Occupational leasehold Title No MS470898
Swansea Kingsway, SA1 5JQ	Bishopsgate Parking (No 2) Ltd	Occupational leasehold Title No CYM124655

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Swansea Orchard Street , SA1 5AS	Bishopsgate Parking (No 2) Ltd	Occupational leasehold Title No CYM124656
Wolverhampton Pipers Row, WV1 3LA	Bishopsgate Parking (No 2) Ltd	Occupational leasehold Title No WM795932
Wolverhampton Wulfrun Centre, Garrick Street, WV1 3BA	LCP Retail Ltd	Title Nos WM631869 (main MSCP) and WM689380

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**ANNEX 3
INTELLECTUAL PROPERTY
PART A
TRADE MARKS**

Case ref	Country	Short title	Classes	Application number	Date of filing	Registration number	Date of Registration	Status
T/296/GB	UK	N C P	39	1340903	11-Apr-88	1340903	05-Nov-90	Registered
T/297/GB	UK	N C P	39	1340904	11-Apr-88	1340904	05-Nov-90	Registered
T/298/GB	UK	Flightpath	39	2060972	13-Mar-96	2060972	25-Oct-96	Registered
T/299/GB	UK	Capital	37, 39	2171823	11-Jul-98	2171823	01-Oct-99	Registered
		PREMIER						Registered
T/300/GB	UK	PARKING	39	2171851	11-Jul-98	2171851	23-Jul-99	
		NCP P						Registered
T/301/GB	UK	PREMIER	39	2191233	09-Mar-99	2191233	17-Sep-99	
T/302/GB	UK	carspa	39	2350803	05-Dec-03	2350803	30-Apr-04	Registered
T/303/GB	UK	Flightpark	39	2350806	05-Dec-03	2350806	30-Apr-04	Registered
T/304/GB	UK	carSpa	37	2375450	09-Oct-04	2375450	22-Jul-05	Registered
		NCP						Registered
T/306/CTM	EU	(figurative)	39	595116	27-Feb-98	595116	27-Jun-99	
		NCP						Registered
T/307/CTM	EU	(figurative)	39	595074	27-Feb-98	595074	22-Jun-99	
		NCP						Registered
T/308/CTM	EU	(figurative)	39	595033	27-Feb-98	595033	22-Jun-99	
		NCP						Registered
T/309/CTM	EU	(figurative)	39	595009	27-Feb-98	595009	22-Mar-99	
			9, 35, 36,					
T/312/CTM	EU	NCP (Logo)	39, 45	5450911	08-Nov-06			Pending
		NCP	9, 36, 38,					
T/342/GB	UK	FASTPARK	39, 45	2444481	23-Jan-07			Pending
		NCP FAST	9, 36, 38,					
T/346/GB	UK	CARD	39, 45	2444482	23-Jan-07			Pending
		NCP	9, 36, 38,					
T/375/GB	UK	gateway	39, 45	2445193	30-Jan-07			Pending
		NCP	9, 36, 38,					
T/376/GB	UK	SPACE	39, 45	2445195	30-Jan-07			Pending

Name of Company

NCP North West Limited

Company Number

03577772

Short particulars of all the property mortgaged or charged

ANNEX 3

PART B

DOMAIN NAMES

Name

ncp co uk

ncpmc com

ncpairportparking co uk

ncpairports co uk

ncpairports com

ncpbirminghamairportparking co uk

ncpbirminghamairportparking com

ncpheathrowairportparking co uk

ncpheathrowairportparking com

ncplutonairportparking co uk

ncplutonairportparking com

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03577772

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY DOCUMENT DATED THE 27th JULY 2007 AND CREATED BY NCP NORTH WEST LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY FINANCE PARTY ON ANY ACCOUNT WHATSOEVER 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 3rd AUGUST 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th AUGUST 2007

A handwritten signature in black ink, appearing to be 'P. M.'.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES