

MG01

Particulars of a mortgage or charge

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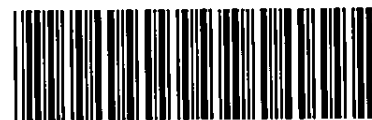


A fee is payable with this form.
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

THURSDAY



A47 10/06/2010 115
COMPANIES HOUSE

1 Company details		For official use
Company number	0 4 0 0 2 3 8 9	Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Supporta Limited (the "Chargor")	
2 Date of creation of charge		
Date of creation	/ d0 d2 m0 m6 y2 y0 y1 y0	
3 Description		
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'		
Description	Deed of accession (the "Deed of Accession") to a debenture dated 21 April 2008 between, among others, Mears Group PLC and Barclays Bank PLC in its capacity as security trustee on behalf of itself and other Finance Parties (the "Security Trustee") (the "Debenture")	
4 Amount secured		
Please give us details of the amount secured by the mortgage or charge		
Amount secured	As specified in the continuation page to this form.	
		Continuation page Please use a continuation page if you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name ☒ Barclays Bank PLC as Security Trustee

Address 1 Churchill PLace, London

Postcode E 1 4 5 H P

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars As specified in the continuation page to this form

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7	<p>Particulars as to commission, allowance or discount (if any)</p> <p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p> <p>Commission allowance or discount Nil</p>
8	<p>Delivery of instrument</p> <p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>
9	<p>Signature</p> <p>Please sign the form here</p> <p>Signature</p> <p>X <i>Eversheds LLP</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Winnie Ma

Company name Eversheds LLP

Address One Wood Street

London

Post town

County/Region

Postcode E C 2 V 7 W S

Country

DX 154280, Cheapside 8

Telephone 0845 497 9797



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following.

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included the original deed with this form
- ☒ [x] You have entered the date the charge was created
- ☒ [x] You have supplied the description of the instrument
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged
- ☒ [x] You have signed the form
- ☒ [x] You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Short particulars

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1 All moneys, obligations and liabilities of any kind which are now or may from time to time in the future become due, owing, incurred or payable by the Chargor to any Secured Party, whatever their nature or basis and whether owed jointly or separately, actually or contingently, as principal or as surety, or in any other capacity whatsoever and in any currency or currencies and whether originally owing to the a Secured Party or purchased or otherwise acquired by a Secured Party including, without limitation:

1.1 all payments due by the Chargor under the Finance Documents; and

1.2 all legal and other costs, charges and expenses on a full indemnity basis which are incurred by the Lender in connection with the Secured Liabilities or the Finance Documents (subject to any limits and/or qualifications set out in the relevant Finance Document) (the "**Secured Liabilities**").

Capitalised terms used in this form are defined in the Appendix to this form.

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Amount secured

Please give us details of the amount secured by the mortgage or charge

1 particulars

1 CHARGING PROVISIONS

1 1 Grant of security

The Chargor charges as security in favour of the Security Trustee the following assets

1 1 1 Property

1 1 1.1 by way of first legal mortgage, all its Property,

1 1 1.2 by way of first fixed charge, all its Property not effectively mortgaged or charged under Clause 3 1 1(a) of the Debenture (as described at paragraph 1 1 1 1 above) in or over freehold or leasehold property, all other interests in its Property, and any rights under any licence, guarantees, rents, deposits, covenants and warranties relating to the Property or other agreement or document which gives such Chargor a right to enter upon or use land wherever situated,

1 1 2 **Plant and Machinery** by way of first fixed charge, all plant and machinery, all vehicles, computers and chattels, now or in the future owned by it and its interest in any vehicles and/or computers or other chattels in its possession (but not including any such chattels for the time being forming part of the Chargor's stock in trade or work in progress) and the benefit of all contracts, licences and warranties relating to the same,

1 1 3 **Charged Agreements** (to the extent the same do not fall within Clause 3 2 of the Debenture (as described in paragraph 1 2 below) or are not effectively assigned under Clause 3 2 1 of the Debenture (as described in paragraph 1 2 1 below) by way of first fixed charge all of its rights and benefits under each of the Charged Agreements and any Other Secured Contractual Rights (as defined in Clause 3 2 1 of the Debenture (as described in paragraph 1 2 1 below))

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Amount secured	
Please give us details of the amount secured by the mortgage or charge	
1 particulars	<p>1 1 4 Insurances to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to Clause 3 2 2 of the Debenture (as described in paragraph 1 2 2 below) by way of first fixed charge, the Insurances applicable to the Chargor and all Insurance Proceeds either now or in the future held by, written in favour of, or payable to the Chargor or in which the Chargor is otherwise interested,</p> <p>1 1 5 Bank Balances by way of first fixed charge, all of its Bank Accounts and its Bank Balances,</p> <p>1 1 6 Investments by way of first fixed charge, all Investments together with all Distribution Rights from time to time accruing to or on such Investments and the proceeds from such Investments,</p> <p>1 1 7 Book Debts by way of first fixed charge, all present and future Book Debts, other debts revenues and monetary claims of the Chargor and all rights and claims of whatever nature of the Chargor now or which may at any time be held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims,</p> <p>1 1 8 Intellectual Property (to the extent that the Intellectual Property is incapable for any reason of being effectively assigned pursuant to Clause 3 2 3 of the Debenture (as described in paragraph 1 2.3 below)) by way of first fixed charge, all Intellectual Property,</p> <p>1 1 9 Authorisation and Compensation by way of first fixed charge, the benefit of all licences, consents and authorisations (statutory or otherwise) held or utilised by the Chargor in connection with its business or the use of any of the Charged Property (to the extent that such authorisations are capable of being effectively charged) and the right to recover and receive all compensation which may at any time become payable to it in respect of such authorisations to the extent permitted by the terms of such authorisations and save in so far as any such authorisations are effectively subject to any valid assignment to the Security Trustee pursuant to the Debenture, and</p>

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Amount secured

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Particulars

1 1 10 **Goodwill and uncalled capital** by way of first fixed charge, all the goodwill and rights in relation to the uncalled capital of the Chargor

1 2 Assignment by way of security

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption (to the fullest extent capable of assignment) to the Security Trustee all its rights, title, interest and benefit existing now or in the future, in, to, under or in respect of the following assets

1 2 1 **Charged Agreements** the Charged Agreements and any other agreement, instrument or notice to which the Chargor becomes a party or in respect of which it has or may have any right, interest, title or benefit, either existing now or at any time in the future (the **Other Secured Contractual Rights**), including, without limitation

1 2 1 1 the benefit of all representations, warranties, covenants, undertakings and indemnities under or in respect of the Charged Agreements and the Other Secured Contractual Rights,

1 2 1 2 all of its rights to receive payment of any amounts which may become payable to it pursuant or with respect to such Charged Agreements and Other Secured Contractual Rights,

1 2 1 3 all payments received by it pursuant to, or with respect to, such Charged Agreements and Other Secured Contractual Rights,

1 2 1 4 all its rights to serve notices and/or make demands pursuant to such Charged Agreements and Other Secured Contractual Rights and/or to take such steps as are required to cause payments to become due and payable thereunder or with respect to such Charged Agreements and Other Secured Contractual Rights,

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Particulars of a mortgage or charge

Amount secured	
Please give us details of the amount secured by the mortgage or charge	
Particulars	
1 2 1 5	all of its rights of action in respect of any breach of such Charged Agreements or Other Secured Contractual Rights, and
1 2 1 6	all of its rights to receive damages, compensation or obtain other relief, including in respect of any breach of or default in respect of such Charged Agreements or Other Secured Contractual Rights
1 2 2	Insurances and Insurance Proceeds the Insurances and the benefit of all Insurance Proceeds, and
1 2 3	Intellectual Property any and all Intellectual Property together with all damages, compensation, remuneration, profit, royalties, fees, rent or income which the Chargor may derive from or be awarded or entitled to in respect of such Intellectual Property
1 3	Floating charge
1 3 1	Grant of Floating Charge
	The Chargor charges in favour of the Security Trustee, by way of first floating charge, all its assets and undertakings whatsoever and wheresoever both present and future not effectively charged by way of legal mortgage or fixed charge pursuant to the provisions of Clause 3 1 of the Debenture (as described at paragraph 1 1 above) or effectively assigned by way of security pursuant to Clause 3 2 (as described at paragraph 1 2 above) The floating charge created by the Chargor ranks behind all the fixed charges created by the Chargor but in priority to any other Security over the Chargor's assets
1 3 2	Conversion by Notice
	If any of the following events occurs, the Security Trustee may, in accordance with and subject to the provisions of the Intercreditor Agreement, at any time by notice in writing to the Chargor convert the floating charge created pursuant to

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Amount secured		
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1 particulars	<p>Clause 3 5 1 of the Debenture (as described at paragraph 1 3 1 above) into a fixed charge as regards such assets as it shall specify in the notice</p> <p>1 3 2 1 a Default is continuing,</p> <p>1 3 2 2 the Chargor has failed to comply with, or takes or threatens to take any action which in the reasonable opinion of the Security Trustee is likely to result in a failure to comply with its obligations under Clause 6 of the Debenture, or</p> <p>1 3 2 3 the Security Trustee believes that such assets are in danger of being seized or sold under any form of distress or any legal process or execution is being enforced against such assets or such assets are otherwise in jeopardy or imperilled, or</p> <p>1 3 2 4 if any circumstances shall occur which the Security Trustee determines, imperils or threatens the security created by the Debenture or is likely to do any of the foregoing</p> <p>1 3 3 Automatic conversion of floating charge</p> <p>In addition to any circumstances in which the floating charge created by Clause 3 5 1 of the Debenture (as described at paragraph 1 3 1 above) will crystallise automatically under the general law, and without prejudice to the operation of Clause 3 5 2 of the Debenture (as described at paragraph 1 3 2 above)</p> <p>1 3 3 1 if the Chargor takes any step to create any security on or over any Charged Property (which is the subject of the floating charge created by Clause 3 5 1 of the Debenture (as described at paragraph 1 3 1 above) and which is not a Permitted Security) without the prior written consent of the Security Trustee such floating charge created by the Debenture will automatically, without any notice being given under Clause 3 5 2 of the Debenture (as described at</p>	

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t particulars

paragraph 1 3 2 above) and immediately upon such event occurring, be converted into a fixed charge over the relevant Charged Property, and

1 3 3 2 if the Chargor convenes any meeting of its members to consider a resolution to wind up or not to wind up the Chargor, or if any steps are taken to appoint a liquidator, Receiver or administrator or another similar officer in respect of the Chargor or any of its assets, such floating charge shall in like manner immediately upon the happening of such event be converted into a fixed charge over all the assets which immediately prior to such conversion comprised the Charged Property which is the subject of the floating charge created by Clause 3 5 1 of the Debenture (as described at paragraph 1 3 1 above)

1 3 4 Assets acquired after crystallisation

Any asset acquired by the Chargor after any crystallisation of the floating charge created under the Debenture which, but for such crystallisation, would be subject to a floating charge shall (unless the Security Trustee confirms in writing to the contrary) be charged to the Security Trustee by way of first fixed charge

2 Continuing security

All the security granted or created by the Debenture is to be a continuing security which shall remain in full force and effect notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Chargor or any other person of the whole or any part of the Secured Liabilities

3 COVENANTS

The Chargor covenants with the Security Trustee that

3 1 Collection of Book Debts

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Amount secured		
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1 particulars	<p>it will not, without the prior written consent of the Security Trustee, charge, factor, discount or assign any of the Charged Debts, in favour of any other person or purport to do so,</p> <p>3 2 Shares and other Investments</p> <p>save with the prior written consent of the Security Trustee, it will not</p> <p>3 2 1 take any action by or as a consequence of which the rights attaching to the Shares are altered or diluted or the issued capital of any of the companies whose Shares are charged by the Debenture increased,</p> <p>3 2 2 participate in any rights issue relating to the Shares, nor</p> <p>3 2 3 apply for, or consent to, the conversion of any Shares held in certificated form into uncertificated form, and</p> <p>3 3 Property</p> <p>it will not without the prior written consent of the Security Trustee</p> <p>3 3 1 demolish all or any part of the Property,</p> <p>3 3 2 destroy or remove from the Property any other of the Charged Property now or at any time after the date of the Debenture located in or on the Property,</p> <p>3 3 3 create or permit to arise any material overriding interest, easement or right over the Property,</p> <p>3 3 4 enter into formal negotiations with any competent agency of local or national government with a view to the compulsory acquisition of the Property nor consent to such acquisition,</p>	

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Amount secured		
Please give us details of the amount secured by the mortgage or charge		
t particulars	3 3 5	sever or dispose of any fixtures now or at any time hereafter affixed to the Property otherwise than in the ordinary course of maintenance or replacement,
	3 3 6	grant any lease or otherwise part with or share possession of the Property
	4	POWERS OF ATTORNEY
	4 1	Grant of power
	4 1 1	The Chargor irrevocably and by way of security appoints the Security Trustee and each Receiver and any person nominated for the purpose by the Security Trustee or the Receiver (in writing, under hand, signed by an officer of the Security Trustee or by the Receiver) severally to be the attorney of the Chargor (with full power of substitution and delegation) for the purposes set out in Clause 13 2 of the Debenture (as described at paragraph 4 2 below)
	4 1 2	Any delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Trustee and the Receiver consider fit and neither the Security Trustee nor any Receiver will be in any way liable for any act, default, omission or misconduct on the part of any Delegate, provided delegation and the continuation of the delegation is undertaken in good faith
	4 2	Extent of power
		The power of attorney granted in Clause 13 1 of the Debenture (as described at paragraph 4 1 above) allows the Security Trustee, the Receiver or such nominee, in the name of the Chargor, on its behalf and as its act and deed to
	4 2 1	perfect the security given by the Chargor under the Debenture, and
	4 2 2	execute, seal and deliver (using the Chargor's seal where appropriate) any document or do any act or thing which the Chargor may, ought or has agreed to execute or do under the Debenture or which the Security

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t particulars

Trustee, the Receiver or such nominee may in their absolute discretion consider appropriate in connection with the exercise of any of the rights, powers, authorities or discretions of the Security Trustee or the Receiver under, or otherwise for the purposes of, the Debenture

SCHEDULE 1 - Bank Accounts

Chargor	Account Name	Account Bank	Account Number	Sort Code
Supporta Limited	Supporta Limited	Barclays Bank PLC	40763683	20-13-42
Supporta Limited	Supporta Limited	Barclays Bank PLC	70311189	20-13-42

SCHEDULE 2 - Charged Agreements

This schedule has been intentionally left blank

SCHEDULE 3 - Shares

Chargor	Name of Subsidiary	Company Number	No and class of Shares (and where held by nominees and names of nominees)
Supporta Limited	Next Generation IT Recruitment Limited	04120892	5000 A ordinary shares, 15000 B ordinary shares and 105000 redeemable preference shares
Supporta Limited	Supporta Services Limited	04973487	1000 ordinary shares
Supporta Limited	Terrraquest Solutions Limited	04653583	5000 ordinary shares
Supporta Limited	Staff VMS Limited	04130237	1 ordinary share

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Particulars

Supporta Limited	Mears Care (Holdings) Limited	03689426	1000 ordinary shares
Supporta Limited	Supporta Payroll Services Limited	02171400	100 ordinary shares

APPENDIX - DEFINITIONS

In this form and its Appendix, terms defined in the Senior Facilities Agreement have the same meaning herein. In addition, except so far as context otherwise requires, the following definitions apply

Bank Accounts any accounts (present and future) which the Chargor has, or has an interest in, with any bank, financial institution, or other person (including the accounts (if any) specified in Schedule 1 to this form and any other cash cover or suspense account established as a requirement of any of the Finance Parties)

Bank Balances all monies (including interest) from time to time standing to the credit of any and all Bank Accounts and any other bank account in which the Chargor may at any time acquire any right, title, interest or benefit, and all debts represented by any such accounts

Book Debts all book and other debts of any nature and all other rights to receive money (excluding Bank Balances) and the benefit of all rights, securities, guarantees and indemnities of any nature enjoyed or held by the Chargor in relation thereto, now or in the future owing or payable to the Chargor

Charged Agreements those contracts (if any) brief particulars of which are set out, in respect of the Chargor, in Schedule 2 to this form together with any and each other agreement or instrument supplementing or amending any such agreement or contract entered into by the Chargor

Charged Debts all book and other debts and other rights and claims charged to the Security Trustee under the Debenture

Charged Property all assets, property and undertakings from time to time subject to, or expressed to be subject to, the security interests created by the Debenture

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Particulars

Default an event which is

(a) a Default under the Senior Facilities Agreement,

(b) a Specified Default as described in the Intercreditor Agreement, or

any other default, termination or similar event leading to the acceleration of any Secured Liabilities or any declaration that any Secured Liabilities are prematurely due and payable.

Delegate any delegate, sub-delegate, agent, attorney or trustee appointed by the Security Trustee or a Receiver appointed in accordance with the Debenture

Distribution Rights

(a) all dividends, distributions, interest and other income paid or payable on the relevant Investment or Shares,

(b) all shares or other property derived from the relevant Investment or Shares (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise), and

all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Shares

Finance Documents has the meaning ascribed in the Senior Facilities Agreement

Finance Parties has the meaning ascribed in the Senior Facilities Agreement

Insurances all contracts or policies of insurance of whatever nature which from time to time are taken out or maintained by or on behalf of the Chargor or (to the extent of its relevant interest) in which the Chargor has an interest

Insurance Proceeds means all proceeds of insurance payable to (or to the order of) or received by the Chargor

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	Amount secured	
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t particulars	<p>Intellectual Property all rights present and future (and from time to time) in confidential information, copyright and similar or like rights, database rights, design rights, rights in design, knowhow, rights in inventions, patents, service marks, trade marks and all other intellectual property rights and interests, whether registered (or the subject of an application for registration) or un-registered, owned by the Chargor or in which the Chargor has an interest from time to time, and the benefit of the Chargor's applications and rights to use such assets, throughout the world</p> <p>Intercreditor Agreement has the meaning ascribed to it in the Senior Facilities Agreement</p> <p>Investment any negotiable instrument, certificate of deposit, debenture, share or other investment (as specified for the purposes of Section 22 of the Financial Services and Markets Act 2000 as at the date of the Debenture) now or in the future owned by the Chargor including (save where the context otherwise requires) the Shares as well as</p> <p>(a) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,</p> <p>(b) any dividend or interest paid or payable to the Chargor, and</p> <p>any 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</p> <p>Lender has the meaning ascribed in the Senior Facilities Agreement.</p> <p>Permitted Security has the meaning ascribed in the Senior Facilities Agreement</p> <p>Property the Real Property from time to time owned by the Chargor or in which the Chargor has an interest together with (in every case) all proceeds of sale deriving from any such Real Property, the benefit of all covenants given in respect of such Real Property and any monies paid or payable in respect of such covenants</p> <p>Real Property any and all freehold and leasehold (whether registered or unregistered) and all commonhold and immovable property now or in the future (and from time to time) and any buildings or fixtures, fittings, fixed plant or machinery now or in the future (or from time to time) situated on or forming part of any such property</p>	

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Receiver any administrative receiver, receiver and manager or other receiver or (if the Security Trustee so specifies in the relevant appointment) receivers appointed by the Security Trustee pursuant to Clause 8.4.1 of the Debenture in respect of the Chargor or in respect of the Charged Property or any of them

Secured Party has the meaning ascribed in the Senior Facilities Agreement

Security has the meaning ascribed in the Senior Facilities Agreement

Security Period the period beginning on the date of the Debenture and ending on the date on which the Security Trustee confirms to the Chargor that all of the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and that the commitments of the Finance Parties under the Finance Documents have been cancelled

Senior Facilities Agreement the facilities agreement dated 21 April 2008 as amended and restated on 1 October 2009 and on 17 December 2009, agreed between Mears Group PLC, the Chargor's parent (the **Parent**), certain subsidiaries of the Parent as original borrowers, certain subsidiaries of the parent at original guarantors, Barclays Capital and HSBC Bank plc as arrangers, certain financial institutions listed therein as original lenders or senior lenders, Barclays Bank PLC as issuing bank, agent and security trustee and Barclays Bank PLC and HSBC Bank plc as ancillary lenders and initial hedge counterparties as amended, varied, restated, novated or supplemented from time to time

Shares all shares (if any) specified in Schedule 3 to this form and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities now or in the future owned by the Chargor from time to time or any in which it has an interest



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 4002389
CHARGE NO. 12**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED 2
JUNE 2010 AND CREATED BY SUPPORTA LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO ANY SECURED PARTY ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 10 JUNE 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 JUNE 2010



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**