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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

8111

04165063

Name of company

* Adderstone Construction Limited

Date of creation of the charge

24 February 2003

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

Legal Mortgage ("the Mortgage") made between (1) the Company and (2) AIB Group (UK) P.l.c. ("the Bank")

Amount secured by the mortgage or charge

All liabilities of the Company present and future actual and/or contingent to the Bank.

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

AIB Group (UK) Plc
9/17 Collingwood Street Newcastle upon Tyne

Postcode NE1 1HE

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

Dickinson Dees
St Ann's Wharf, 112
Quayside, Newcastle
upon Tyne, NE99 1SB

REF:JDR/JES/ALL/59/29

Time critical reference

For official Use
Mortgage Section

Post room



A44
COMPANIES HOUSE

0739
04/03/03

Short particulars of all the property mortgaged or charged

By way of Legal Mortgage the freehold property known as (1) 25-29 (odd) City Road (2) Tower Street Garage, Causey Bank, Tower Street and (3) Sallyport Garage, Causey Bank, Tower, Street, Newcastle upon Tyne

as the same are registered at H M Land Registry under title numbers (1) TY110880 (2) TY387641 and (3) TY78063 ("the Mortgaged Property")

The Company also charged by way of specific charge the goodwill and connection of the business or businesses from time to time carried on by or for the account of the Company upon all or any part of the Mortgaged Property ("the Goodwill").

The Company also charged by way of floating security all moveable plant, machinery, implements, furniture, equipment, stock-in-trade, work-in-progress and other chattels of the Company at any time placed on or used in or about the mortgaged property.

The Company covenants with the Bank not to create or permit to subsist any mortgage, charge or other encumbrance in favour of any third party of or affecting the Mortgaged Property (including the Goodwill and the property charged by way of floating security) or any part or parts thereof without the prior written consent of the Bank.

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

Signed

Robinson Peen

Date

26/2/13

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 1
to Form No 395 and 410 (Scot)

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

Company Number

04165063

Name of Company

Adderstone Construction Limited

Limited*

* delete if
inappropriate

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

**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

3. A fixed charge over all stocks, shares and/or other securities now or at any time owned by the Company (including, without prejudice to the generality of the foregoing, loan capital indebtedness or liabilities on any account or in any manner owing to the Company) in (or from) any body corporate together with all rights in respect of our incidental to such stock, shares and other securities ("the Securities").

4. A fixed charge over the goodwill, licenses, patents, patent applications, trademarks, copyrights, rights in the nature of copyright, registered designs and all other intellectual property rights now or at any time belonging to the Company ("the Goodwill and Intellectual Property").

5. A fixed charge over the uncalled capital of the Company now or at any time hereafter in existence and future calls (whether made by the directors of the Company or by a receiver appointed under the terms of the Mortgage Debenture or a liquidator).

6. A fixed charge over all plant, machinery, vehicles, computers and office and other equipment now or at any time belonging to the Company (other than insofar as it is part of the Company's stock in trade) ("the Equipment").

7. A floating charge over the undertaking and all other property, assets and rights present and future of the Company but so that the Company shall not without the prior consent in writing of the Bank create any mortgage or charge ranking in priority to or pari passu with this floating charge or sell or otherwise dispose of the whole or, except in the ordinary courses of trading and for full value, any part of the Company's undertaking.

N.B. The Mortgage Debenture contains, inter alia, the following additional restrictions prohibiting the Company without the prior consent in writing of the Bank from:-

(a) creating any mortgage, or other security interest over the Equitably Charged Property, the Goodwill and Intellectual Property, the Securities the Equipment or the Legally Mortgaged Property or any part of or interest in the same;

(b) exercising the statutory power of leasing and/or accepting surrenders of leases conferred on mortgagors with reference to the Equitably Charged Property and the Legally Mortgaged Property; and

(c) parting with possession of the Equitably Charged Property or the Legally Mortgaged Property or any part thereof or conferring upon any person, firm, company or body whatsoever any licence or right to occupy it or any part thereof.

NOT TO
DELETED

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04165063

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 24th FEBRUARY 2003 AND CREATED BY ADDERSTONE CONSTRUCTION LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO AIB GROUP (UK) Plc ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th MARCH 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th MARCH 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

P. Dan.