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CHFP025

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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

093281/532

395

A fee of £13 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

2111

04479371

Name of company

* Rok 105 Limited

Date of creation of the charge

11 March 2009

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

22
Debenture and Guarantee

Amount secured by the mortgage or charge

Please see Part 1 of the attached Schedule

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

Temple Trustees Limited (the "Security Agent") as agent and trustee for the Pension Trustees (as defined in the
Debenture and Guarantee)
Narrow Quay House, Narrow Quay, Bristol

Postcode BS1 4AH

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

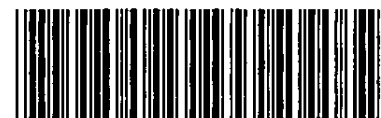
Burges Salmon LLP
Narrow Quay House
Narrow Quay
Bristol
BS1 4AH

Time critical reference

For official Use (02/00)
Mortgage Section

Post room

TUESDAY



AF2BP8FE

A17

24/03/2009

161

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Part 2 of the attached Schedule

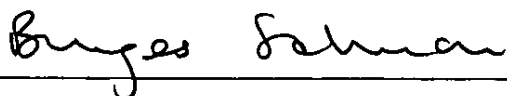
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legibly, preferably
in black type, or
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Particulars as to commission allowance or discount (note 3)

nil

Signed



Date 23 March 2009

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

*A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Rok 105 Limited (Company Number 04479371) (the "Chargor")

Debenture and Guarantee

Schedule to Form 395

Part 1 – Amount secured by the mortgage or charge

- 1.1 The Chargor irrevocably and unconditionally covenanted with the Security Agent to pay to the Security Agent (as agent and trustee for the Pension Trustees) or discharge on demand all the Secured Liabilities when the Secured Liabilities become due and payable;
- 1.2 As a separate and independent stipulation and without prejudice to any other provision of the Debenture and Guarantee, the Chargor irrevocably and unconditionally covenanted with and guaranteed to the Security Agent that it shall indemnify and keep indemnified the Pension Trustees on demand by the Security Agent (and on a full indemnity basis) from and against all and any costs (including legal costs), charges, losses, expenses and damages incurred by the Pension Trustees or any of them as a result of any failure or delay by the Chargor to pay to the Security Agent or discharge on demand all the Secured Liabilities when the Secured Liabilities are due and payable or as a result of any of the Secured Liabilities being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever; and
- 1.3 The Chargor gave the above covenants and guarantees subject to and with the benefit of the provisions of a continuing guarantee set out in Schedule 5 of the Debenture and Guarantee jointly and severally with certain other Companies.
2. The Chargor agreed, on demand, to pay the Security Agent or the Receiver, or discharge (as the case may be), all Costs reasonably incurred by it in connection with:
 - (a) the negotiation, preparation, printing and execution of;
 - (b) any amendment, variation or release (in whole or in part), including the negotiation, preparation, printing and execution of any amendment, variation or release, of; and
 - (c) the enforcement of, or preservation of rights under,the Debenture and Guarantee, on a full and unlimited indemnity basis, and such Cost shall form part of the Secured Liabilities.

Part 2 – Short particulars of all the property mortgaged or charged

2.1 First Legal Mortgage

The Chargor agreed to charge with full title guarantee, by way of first legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property.

2.2 First Fixed Charge

The Chargor agreed to charge with full title guarantee, by way of first fixed charge, the following property:

- (a) the Property (except the Scheduled Property above) and all Rights relating to such Property,
- (b) the Contracts,
- (c) the Book Debts,
- (d) all the Intellectual Property Rights now or in the future owned, possessed or controlled by the Chargor (whether alone or with others) anywhere in the world,
- (e) the benefit of all agreements and licences now or in the future entered into or enjoyed by or on behalf of the Chargor relating to the use or exploitation by or on behalf of the Chargor anywhere in the world of any Intellectual Property Rights owned by others,
- (f) all the Chargor's rights now or in the future in relation to trade secrets, confidential information, and know how in any part of the world,
- (g) the Plant and Machinery,
- (h) the Shares,
- (i) all Derivative Assets of a capital nature,
- (j) all Derivative Assets of an income nature,
- (k) all present and future bank accounts, cash at bank and credit balances of the Chargor (excluding those arising on fluctuating accounts) with any bank or other person and all rights relating to or attaching to them (including the right to interest).
- (l) all the goodwill and uncalled capital for the time being of the Chargor.
- (m) all present and future insurances in respect of any Fixed Charge Assets and the proceeds of such insurances.
- (n) all other present and future insurances and the proceeds of such insurances.
- (o) the benefit of all warranties, instruments, guarantees, charges, pledges, and

other security and all other rights and remedies available to the Chargor in respect of any Fixed Charge Asset.

- (p) the Chargor's rights to recover any VAT on any supplies made to it relating to the Assets any tax refund, rebate or repayment, and any sums so recovered.

2.3 **Absolute Legal Assignment**

The Chargor agreed to charge with full title guarantee, by way of absolute legal assignment, the following:

- (a) the Hedging Documents.
- (b) all rights, money or property accruing or payable to the Chargor now or in the future under or by virtue of a Fixed Charge Asset, except to the extent such rights, money or property are for the time being effectively charged under the provisions of Clauses 4.2 (*Scheduled Property*) to 4.12 (*Hedging Documents*) (inclusive) of the Debenture and Guarantee.

2.4 **Floating Charge**

The Chargor agreed to charge with full title guarantee, by way of first floating charge, all the undertaking and assets of the Chargor whatsoever, wherever situate, whether movable, immovable, present or future, including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Chargor referred to in this Schedule which are, for any reason, not validly charged or assigned pursuant to Clauses 4.2 (*Scheduled Property*) to 4.13 (*Accruals etc*) (inclusive) of the Debenture and Guarantee

In addition, under the terms of the Debenture and Guarantee, the Chargor has made the following covenants and undertakings with Temple Trustees Limited (as Security Agent):

1. Negative Pledge

1.1 Prohibition

The Chargor agreed that it shall not, without the express prior written consent of the Security Agent:

- (i) convey, assign, transfer, factor, lease or otherwise dispose of, nor agree to convey, assign, transfer, factor, lease or otherwise dispose of the whole or any part of the Charged Property or its rights in and to the Charged Property (except in favour of the Security Agent or by way of a Permitted Security, Permitted Disposal, or Permitted Transaction);
- (ii) create or attempt to create or permit any trust agreement, declaration of trust, or trust arising by operation of law over all or any of the Charged Property (except in favour of the Security Agent or by way of a Permitted Security, Permitted Disposal, or Permitted Transaction);
- (iii) permit or agree to any variation of the rights attaching to the whole or any part of the Charged Property;
- (iv) do, cause or permit to be done anything which may, in the opinion of the Security Agent, in any way depreciate, jeopardise or otherwise prejudice the value to the Security Agent (whether monetary or otherwise) of the whole or any part of the Charged Property;
- (v) release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts (save as expressly provided in the Debenture and Guarantee); nor
- (vi) take any steps for the appointment of an administrator without first giving to the Security Agent 5 Business Days' notice of intention to do so.

1.2 Negative pledge - security

- (a) The Chargor shall not, without the express prior written consent of the Security Agent, create, nor purport to create, nor permit to subsist any Security (other than Permitted Security) over any of its assets.
- (b) The Chargor shall not, without the express prior written consent of the Security Agent:
 - (i) sell, transfer or otherwise dispose of any of its assets;
 - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;

- (iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; nor
- (iv) enter into any other preferential arrangement having a similar effect in circumstances where the arrangement or transaction is entered into primarily as a method of raising financial indebtedness or of financing the acquisition of an asset.

except, in each case, by way of a Permitted Disposal or Permitted Transaction.

2. Further Assurance

The Chargor shall at any time if reasonably required by the Security Agent and at its own expense:

- (a) execute and deliver to the Security Agent such further legal or other mortgages, charges, assignments, securities, authorities, documents, acts and things as the Security Agent may in its discretion require of the whole or such part of the Assets as the Security Agent may specify, in such form as the Security Agent in its discretion may require, to secure the payment or discharge of the Secured Liabilities or to vest the whole or such part of the Assets in the Security Agent, the Nominee or in any purchaser from the Security Agent or the Receiver or to perfect or protect the mortgages, charges and assignments created by the Debenture and Guarantee; and
- (b) pending the execution and delivery of any such assignments, hold such Assets upon trust for the Security Agent or in any other manner required by the Security Agent subject to the provisions of the Debenture and Guarantee.

3. Power of Attorney

On the date falling 10 Business Days after a demand from the Security Agent in accordance with the terms of the Debenture and Guarantee, the Chargor agreed to irrevocably and by way of security appoint the Security Agent, each person deriving title from the Security Agent and the Receiver, jointly and severally to be its attorney (with full power to appoint substitutes and to delegate) for it, in its name, on its behalf and as its act and deed or otherwise to sign or execute any deed or document or do any act or thing which the Chargor is, or may become, obliged to sign, execute or do pursuant to the Debenture and Guarantee or which the Security Agent, the Receiver or any person deriving title from the Security Agent or the Receiver in the absolute discretion of such person may think fit in connection with the exercise of any of the powers of such person or the realisation of any security constituted by the Debenture and Guarantee.

Without prejudice to the generality of the foregoing, the Chargor unconditionally agreed to undertake to the Security Agent, and separately to the Receiver and to each person deriving title from the Security Agent or the Receiver, that it shall ratify and confirm anything done or purported to be done by any attorney appointed pursuant to this clause.

Definitions

In this Form 395 and its schedule, the following expressions shall have the following meanings:

"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility under the Credit Agreement.

"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with the Credit Agreement.

"Ancillary Lender" has the meaning given to it in the Credit Agreement.

"Assets" mean the whole of the property or undertaking (including uncalled share capital) which is or may from time to time be comprised in the property and undertaking of the Chargor.

"Book Debts" mean:

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Chargor; and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London and, in relation to any date for payment or purchase of a currency other than Sterling or Euro, the principal financial centre of the country of that currency.

"Charged Property" means the whole or any part of the property, assets, income and undertaking of the Chargor from time to time mortgaged, charged or assigned to the Security Agent pursuant to the Debenture and Guarantee, including, where the context permits, the proceeds of sale or realisation thereof.

"Companies" mean the companies whose names, company numbers and registered offices are set out in Schedule 1 of the Debenture and Guarantee and any company that has executed an Accession Deed (as described in the Debenture and Guarantee) in favour of the Security Agent and in each instance, each of them.

"Contracts" mean all of the Chargor's rights, title, interest and benefit in and to any contract in respect of the whole or any part of the Charged Property to which the Chargor is a party.

"Costs" mean all costs, fees, charges or expenses of whatsoever nature (including,

without limitation, legal fees) including, without limitation, disbursements and any Value Added Tax to be charged on such costs, charges, expenses and disbursements.

"Credit Agreement" means a credit agreement dated the same date as the Debenture and Guarantee and made between (amongst others) ROK plc, Bank of Scotland plc (in its capacities as arranger and original lender thereunder), The Royal Bank of Scotland plc (acting as agent for and on behalf of National Westminster Bank Plc) (in its capacity as original lender and issuing bank thereunder), The Royal Bank of Scotland plc (in its capacities as arranger, security agent and agent thereunder) and Clydesdale Bank plc trading as Yorkshire Bank (in its capacity as arranger and original lender thereunder) (all as defined in the Credit Agreement) as amended, varied, restated, supplemented, substituted, replaced or novated .

"Derivative Assets" mean all stocks, shares, warrants or other securities, rights, dividends, interest or other property accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Shares or any Derivative Assets.

"Disposal" means a sale, transfer or other disposal (including by way of lease or loan) by a person of all or part of its undertaking, business or assets, whether by one transaction or a series of transactions and whether at the same time or over a period of time.

"Fixed Charge Asset" means an asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by the Debenture and Guarantee.

"Fixtures" mean all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Chargor and deemed by law to be immovable property other than tenant's fixtures.

"Full Group Security" means that the Company in question has granted guarantees in favour of the Security Agent on account of the obligations of each other company and has granted any other security (fixed or floating) which the Security Agent may require (including without limitation a debenture in the form required by the Security Agent) having regard to the form of the Debenture and Guarantee.

"Group" means the Parent and its Subsidiaries (as defined in the Debenture and Guarantee) (if any) from time to time and Group Companies shall be construed to include all of them.

"Hedging Arrangements" means any and all interest rate management and/or foreign currency and/or other hedging arrangements entered into or committed to be entered into in respect of the Credit Agreement.

"Hedging Bank" has the meaning given to it in the Debenture and Guarantee.

"Hedging Documents" means the documents detailing the terms of the Hedging Arrangements.

"Intellectual Property Rights" mean patents, trade marks or names whether or not registered or capable of registration, registered designs, design rights, database rights, domain names, copyrights, database rights, the right to apply for and applications for any of the preceding items, together with the rights in inventions, processes, software, know-how, trade or business secrets, confidential information or any process or other similar right or asset capable of protection (which are now or at any time in the future may be) enjoyed, owned, used or licensed by the Chargor.

"Intercreditor Agreement" means the intercreditor agreement to be entered into between the Senior Security Agent (acting as security agent and trustee for the Finance Parties (as such term is defined in the Credit Agreement), the Companies and the Pension Trustees on or around the date of the Debenture and Guarantee.

"Nominees" mean any of the Security Agent, any other Pension Trustee, its agents, nominees and any other person holding the Shares and the Derivative Assets on behalf of the Security Agent from time to time.

"Occupational Leases" mean all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Property, the immediate reversion to which is vested in the Chargor.

"Parent" means Rok plc (Company number: 358466).

"Pension Schemes" means StanPlan F – Rok plc (formerly Tulloch Limited) (the **"Tulloch Pension Scheme"**), the Rok Retirement Benefit Scheme and the Walter Llewellyn & Son Limited 1971 Staff Pension Scheme, and each a **"Pension Scheme"**.

"Pension Scheme Documents" means the governing trust deed and rules of each Pension Scheme and any other document or agreement (including constitutional documents) providing for the payment of any amount by any Company to any Pension Scheme or to any Pension Scheme Trustee and any document constituting additional Secured Liabilities.

"Pension Trustees" means the trustees from time to time of the Pension Schemes provided that, prior to the Senior Discharge Date (as defined in the Intercreditor Agreement) only, such trustees are party to the Intercreditor Agreement, and each a **"Pension Trustee"**.

"Permitted Disposal" means any sale, lease, licence, transfer or other Disposal:

- (a) of trading stock or cash made by any member of the Group in the ordinary course of trading of the disposing entity;
- (b) of assets in exchange for other assets comparable or superior as to value and quality, where such replacement asset is acquired within 90 days of the date of the relevant Disposal;
- (c) of assets which are obsolete for the purpose of which such an asset is normally utilised, where such asset is accounted for as obsolete in the relevant accounts;
- (d) of assets between Group Companies, where the transferee has granted Full

Group Security to the Security Agent over its assets and, in any event, provided that no Event of Default (as defined in the Credit Agreement) has occurred and is continuing;

- (e) to which the Agent (acting on the instructions of the Majority Lenders (each as defined in the Credit Agreement)) has given prior written consent;
- (f) provided that no Event of Default (as defined in the Credit Agreement) has occurred and is continuing disposals of assets (other than the sale of shares or the Development Properties (as defined in the Credit Agreement)) on arm's length terms, the value of any single item of which does not exceed £500,000 and the aggregate value in respect of all such disposals in any relevant financial year does not exceed £1,000,000;
- (g) which is a Development Disposal (as defined in the Credit Agreement);
- (h) of the shares in or assets and business of, any of ROK Civil Engineering Limited, Tulloch Transport Limited or LAS Plant Limited provided that the consideration received for any individual disposal does not exceed £3,000,000 and the aggregate consideration received for all such disposals does not exceed £6,000,000.
- (i) arising as a result of a Permitted Joint Venture (as defined in the Debenture and Guarantee);
- (j) arising as a result of any Permitted Security;
- (k) of assets forming part of Inducement Costs (as defined in the Debenture and Guarantee) provided that the value of any such assets does not exceed 25% of the gross sale proceeds received in respect of the Development Disposal (as defined in the Credit Agreement) to which that Inducement Cost relates; and
- (l) of assets made pursuant to a statutory compulsory purchase order or similar equivalent.

"Permitted Security" means

- (a) any netting or set-off arrangement entered into by the Chargor in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances, but only so long as (A) such arrangement does not permit credit balances of Companies to be netted or set off against debit balances of members of the Group which are not Companies and (B) such arrangement does not give rise to other Security over the assets of Companies in support of liabilities of members of the Group which are not Companies except, in the case of (A) and (B) above, to the extent that such netting or set-off relates to a loan permitted under paragraph (e) of the definition of "Permitted Loan";
- (b) any lien arising by operation of law and in the ordinary course of trading;
- (c) charge over a rent account in favour of Peter & Joseph Wyse and Brian Gough made pursuant to a rent deposit deed dated 10 December 2004 granted by Rok Building Limited;

- (d) any Security entered into pursuant to any Senior Security Documents and any Pension Scheme Security Documents (each as defined in the Intercreditor Agreement);
- (e) any Security over goods and documents of title to goods arising in the ordinary course of letter of credit transactions entered into in the ordinary course of trading;
- (f) any Security in favour of an Ancillary Lender over goods or documents of title in the ordinary course of letter of credit transactions under the Ancillary Documents; and
- (g) any Security for any disputed tax payment where such payment is being contested in good faith and reserves adequate in the reasonable opinion of the Chargor are being maintained for those taxes and the costs required to contest them which have been disclosed in its latest financial statements delivered to the Agent (as defined in the Credit Agreement);
- (h) any security arising under any retention of title, hire purchase or conditional sale arrangements having similar effect in respect of goods supplied to a Company in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group;
- (i) any Quasi-Security (as defined in the Debenture and Guarantee) arising as a result of a Disposal which is a Permitted Disposal;
- (j) any Security or Quasi-Security (as defined in the Debenture and Guarantee) arising as a consequence of any finance or capital lease permitted pursuant to the Credit Agreement;
- (k) for a period of 90 days following the date of the Debenture and Guarantee, the Existing Topcon Debenture (as defined in the Debenture and Guarantee) **provided** that the Existing Topcon Debenture does not secure any financial indebtedness and the Parent is using its reasonable endeavours to obtain release of the Existing Topcon Debenture; and
- (l) any other security granted with the prior written consent of the Agent (acting on the instructions of the Majority Lenders (each as defined in the Credit Agreement)).

"Permitted Transaction" means

- (a) the purchase of any goods purchased in the ordinary course of trading subject to retention of title provisions;
- (b) any disposal required, financial indebtedness incurred, guarantee, indemnity or Security or Quasi-Security (as defined in the Debenture and Guarantee) given, or other transaction arising, under the Senior Security Documents (as defined in the Intercreditor Agreement);
- (c) the solvent reorganisation of any Company so long as any payments or assets

distributed as a result of such reorganisation are distributed to other Companies; or

- (d) any other transaction designated a Permitted Transaction by the Agent (acting on the instructions of the Majority Lenders (each as defined in the Credit Agreement)).

"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other similar assets (other than Fixtures), wherever they are situated, which are now, or at any time after the date of the Debenture and Guarantee become, the property of the Chargor.

"Property" means all estates and other interests in any freehold, leasehold or other immovable property, including, without limitation, all Fixtures on such property, (but excluding any interest in land in Scotland), all proceeds and rights of sale and insurance derived from such property and the benefit of all covenants to which a Company is entitled in respect of such property, all of which are now or at any time after the date of the Debenture and Guarantee become the property of a Company, and **"Properties"** shall be construed accordingly.

"Receiver" means any receiver appointed pursuant to the Debenture and Guarantee, including, for the avoidance of doubt, a receiver and manager, a manager or an administrative receiver.

"Rights" mean all of the Chargor's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of the Chargor's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by the Chargor or any person deriving title from the Chargor from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which the Chargor has an interest).

"Scheduled Property" means all the property short particulars of which are set out in Annex 1, including, without limitation, all Fixtures on such property, all proceeds and rights of sale and insurance derived from such property and the benefit of all covenants to which the Chargor is entitled in respect of such property, all of which are now or at any time after the date of the Debenture and Guarantee become the property of the Chargor.

"Secured Liabilities" mean all money and liabilities now or in the future due, owing or incurred to any Pension Scheme or to any Pension Trustee by any Company in any currency, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all accruing interest and all related costs, charges and expenses, under the Pension Scheme Documents, by law, statute, regulation or otherwise.

"Secured Parties" mean the Pension Trustees from time to time and **"Secured Party"** shall mean any one of them.

"Security" means a mortgage, charge, pledge, lien, or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

"Security Agent" means Temple Trustees Limited.

"Security Documents" mean all documents creating Security to be granted to the Security Agent, every guarantee and debenture (including the Debenture and Guarantee) and every other document entered into in favour of the Security Agent creating guarantees or creating Security for the obligations of the Companies to the Security Agent and the Pension Trustees in respect of the Pension Schemes from time to time, each in a form and substance satisfactory to the Security Agent.

"Shares" mean the shares listed in Annex 2.

Annex 1
Scheduled Property

Site	Address	Title Number
Knaresborough	St James Retail and Business Park, Knaresborough. Harrowgate	NYK352109
Worksop	Gateford Road, Worksop S80 1EB	NT255255 NT245993
Doncaster	Firstpoint Office Park, Doncaster	SYK539175
Blackpool Ph 1 – Industrial and Offices	The Links Point, Blackpool Business Park	LAN36535
Blackpool Ph 2 - Land	The Links Point, Blackpool Business Park	LAN36535
Atherleigh Ph 1	Atherleigh Business Park, Gibfield Park, Atherleigh, Wigan	MAN59565
Atherleigh Ph 2	Atherleigh Business Park, Gibfield Park, Atherleigh, Wigan	MAN59565
Willow Point	Willow Point Builders compound and land at Bridge Road, Rochdale	MAN39758
Morley	7 Commercial Street, Morley, Leeds	WYK671253
Langage Office Site	Langage Park Office Campus, Plymouth	DN442586
Waterwells	Fusion Point, Waterwells Business Park, Gloucester	GR148690
The Links Ph 2	Gleneagles House, The Links, Solent Business Park, Fareham	HP623793
Dakota Business Park	New Lane, Havant	SH21476
Cumberland Road	Cumberland Road, Fratton, Southampton	PM947
Threemilestone, Truro	Blocks B & C, Glenthorne Court, Truro Business Park, Truro	CL241107
St Austell Ph 2	St Austell Enterprise Park, St Austell	CL215428
Concept Park	Concept Park, Yarrow Road, Poole	DT146041

Annex 2

The Shares

Rok plc	72,949,000 ordinary shares of £1 each in Rok Building Limited
Rok plc	450 ordinary shares of £1 each in Morrow Holdings Limited
Rok plc	65 ordinary shares of £1 each in Team Building Maintenance Limited
Rok plc	200,000 ordinary A shares of £1 each and 17,500 ordinary B shares of £1 each in Lemmeleg Limited
Rok plc	60,400 ordinary shares of £1 each in Spaceage Plastics Limited
Rok plc	50,000 D ordinary shares of 10p each in Tayeco Limited
Rok plc	1 ordinary shares of £1 each in Rok Construction Limited
Rok plc	20,000 ordinary shares of £1 each in Zeburwood Limited
Rok plc	5,000 ordinary shares of £1 each in F.R. Bartlett Limited
Rok plc	1,000 ordinary shares of £1 each in JPT Limited
Rok plc	14,150 non cumulative 3% preference shares of £1 each and 84,900 ordinary shares of £1 each in Wilkins and Coventry Limited
Rok plc	6,000 ordinary shares of £1 each in Llewellyn Plant Hire Limited
Rok plc	30,000 ordinary shares of £1 each in E.A. Mitchelmore and Son Limited
Rok plc	90,000 ordinary shares of £1 each and 3,000 A ordinary shares of £1 each in Topcon (Builders & Contractors) Limited

Rok plc	88,658,366 ordinary shares of £1 each in Rok Development Limited
Morrow Holdings Limited	1,000 ordinary shares of £1 each in JPT 2 Limited
Lemmeleg Limited	200,000 ordinary shares of £1 each in Lemmeleg Building & Contracting Limited
Rok Building Limited	550,000 ordinary shares of £1 each in Rokbuild North Limited
Rok Building Limited	25,000 ordinary shares of £1 each in Stonecare Limited
Rok Building Limited	100 ordinary shares of £1 each in KM Construction Services Limited
Rok Building Limited	2 ordinary shares of £1 each in E.M.B. Services Limited
Rok Building Limited	100,000 ordinary shares of 1p each in JPT 1 Limited
Rok Building Limited	2 ordinary shares of £1 each in Corrie Group Limited
Rok Building Limited	1,000 ordinary shares of £1 each in Corries Limited
Rok Building Limited	10,000 ordinary shares of £1 each in LAS Plant Limited
Rok Building Limited	1 ordinary share of £1 in Rok Plumbing, Heating and Electrical Limited
Rok Building Limited	100 ordinary shares of £1 each in Kingfisher Building Company Limited
Rok Building Limited	751,008 ordinary shares of 5p each in Barkbury Group Limited
Rok Building Limited	100,000 ordinary shares of £1 each in S. Harrison Construction Limited
Rok Building Limited	2 ordinary shares of £1 each in Rok Civil Engineering Limited

Rok Building Limited	12,500 ordinary A shares of £1 each, 12,500 ordinary B shares of £1 each, 12,500 ordinary C shares of £1 each, 12,500 ordinary D shares of £1 each and 150,000 preference shares of £1 each in Avonside Services Group Limited
Rok Building Limited	80,000 ordinary shares of £1 each in Pitkerro Limited
Rok Building Limited	75,000 ordinary shares of £1 each in JPT 4 Limited
Rok Building Limited	50,000 ordinary shares of £1 each in Tulloch Construction Group Limited
Rok Building Limited	2 ordinary shares of £1 each in Rok Prime Contracting Limited
Rok Building Limited	100 ordinary shares of £1 each in Tulloch Transport Limited
Rok Building Limited	1,500,000 A ordinary shares of £1 each and 1,500,000 ordinary shares of £1 each in Richardson Projects Holdings Limited
Barkbury Group Limited	751,008 ordinary shares of 5p each in Barkbury Limited
Barkbury Limited	200,000 ordinary shares of £1 each in Sol Construction Limited
Avonside Services Group Limited	4,301,000 ordinary shares of £1 each in Avonside Plumbing & Heating (North West) Limited
Avonside Plumbing & Heating (North West) Limited	3 ordinary shares of £1 each in Avonside Contract Services Limited
Avonside Plumbing & Heating (North West) Limited	1 ordinary share of £1 in Avonside Electrical Services (North East) Limited
Avonside Plumbing & Heating (North West) Limited	2 ordinary shares of £1 each in Avonside Plumbing & Heating (North East)Limited
Avonside Plumbing & Heating (North West) Limited	250,000 ordinary shares of £1 each in Avonside Plumbing & Heating (Yorkshire) Limited
Avonside Plumbing & Heating (North West) Limited	100 ordinary shares of £1 each in Avonside Plumbing & Heating (Scotland) Limited

Richardson Projects Holdings Limited	15,000 A ordinary shares of £1 each and 15,000 ordinary shares of £1 each in Richardson Projects Limited
Rok Development Limited	2 ordinary shares of £1 each in Exeter Business Park Limited
Rok Development Limited	1 ordinary share of £1 each in Rok 009 Limited
Rok Development Limited	1 ordinary share of £1 each in Rok 012 Limited
Rok Development Limited	1 ordinary share of £1 each in Rok 014 Limited
Rok Development Limited	1 ordinary share of £1 in Rok 016 Limited
Rok Development Limited	1 ordinary share of £1 in Rok 017 Limited
Rok Development Limited	1 ordinary share of £1 in Rok 018 Limited
Rok Development Limited	1 ordinary share of £1 each in Rok 101 Limited
Rok Development Limited	1 ordinary share of £1 each in Rok 102 Limited
Rok Development Limited	1 ordinary share of £1 each in Rok 104 Limited
Rok Development Limited	1 ordinary share of £1 in Rok 105 Limited
Rok Development Limited	1 ordinary share of £1 each in Rok 109 Limited
Rok Development Limited	1 ordinary share of £1 in Rok (Concorde Way) 2 Limited
Rok Development Limited	1 ordinary share of £1 each in Rok Develop Limited
Rok Development Limited	1 ordinary share of £1 each in Rokeagle Limited
Rok Development Limited	46,666 ordinary shares of £1 each and 125,000 cumulative convertible preference shares of £1 each in Rok Estates Limited
Rok Development Limited	1 ordinary share of £1 each in Rokbuild Limited

Rok Development Limited	189,540 ordinary shares of £1 each and 34,163 cumulative preference shares of £1 each in Llewellyn Management Services Limited
Rok Development Limited	1,520,000 ordinary shares of £1 each in Marwood Homes Limited
Rok Development Limited	150,000 ordinary shares of £1 each in Llewellyn Homes Limited
Rok Development Limited	1,500 ordinary shares of £1 each in Glenthorne Estates Limited
Rok Development Limited	300 ordinary shares of £1 each in Canford Cliffs Developments Limited
Rok Development Limited	1 ordinary share of £1 in Rok 003 Limited
Rok Development Limited	502 ordinary shares of £1 each in Llewellyn Developments Limited
Rok Development Limited	1 ordinary share of £1 in Rok 010 Limited
Rok Development Limited	1 ordinary share of £1 in Rok 008 Limited
Rok Development Limited	2 ordinary shares of £1 each in Rokeagle Land Limited
Rok Development Limited	1 ordinary share of £1 in Rok 013 Limited
Llewellyn Management Services Limited	24,995 deferred ordinary shares of £1 each and 5,000 ordinary shares of £1 each in G. Bainbridge & Son Limited
Llewellyn Management Services Limited	2 ordinary shares of £1 each in Llewellyn Maidstone Limited
Llewellyn Management Services Limited	100 ordinary shares of £1 each in Sandersol Limited
Llewellyn Management Services Limited	36,024 preference shares of £1 each and 403,200 ordinary shares of £1 each in Walter Llewellyn & Sons Limited
Llewellyn Management Services Limited	25,000 ordinary shares of £1 each in Llewellyn Hastings Limited
Llewellyn Management Services Limited	25,000 ordinary shares of £1 each in Llewellyn Brighton Limited

Marwood Homes Limited

125,000 ordinary shares of £1 each in
Scoteberry Limited



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4479371
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE
DATED 11 MARCH 2009 AND CREATED BY ROK 105 LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
ANY COMPANY TO ANY PENSION SCHEME OR TO ANY
PENSION TRUSTEE 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 24 MARCH 2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 MARCH 2009

PDW



Companies House
— for the record —



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