

M

COMPANIES FORM No. 395

395

CHWP000

Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of Company

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

04531874

Name of company

* Impregilo Parking (Glasgow) Limited

Date of creation of the charge

23 June 2004

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

(Scots Law) Assignment of Contracts (the "Instrument")

Amount secured by the mortgage or charge

The "Secured Liabilities" as defined in the attached Schedule Part 1

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

The Royal Bank of Scotland plc
Level 5, 135 Bishopsgate,

London

Postcode EC2M 3UR

Presentor's name address and
reference (if any) :MacRoberts
DX GW 70 Glasgow G2 4TB
Ref: TC/MGM/AC/EVE/8/1
Tel: 0141 332 9988

Time critical reference

For official Use
Mortgage Section

Post room

A32
COMPANIES HOUSE0411
09/07/04

Short particulars of all the property mortgaged or charged

As detailed in the attached Schedule Part 2

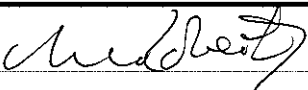
Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

7/7/2004

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:-

Schedule

Part 1

In Part 1, Part 2 and Part 3 of this Schedule:

Assigned Contract Interests means the whole right, title and interest (but not any of the obligations) of the Assignor under the Contracts, together with:

- (a) all the rights and benefits now or in the future arising under, pertaining to or deriving from the Contracts;
- (b) all monies, debts and liabilities which now are or have been or at any time hereafter shall or may be or become due, owing or incurred to the Assignor under or in connection with the Contracts;
- (c) the proceeds of any claims, awards, decrees and judgments which may at any time be receivable or received by the Assignor in respect of the Contracts; and
- (d) the right of the Assignor to rescind or otherwise terminate the Contracts;

Assignor means Impregilo Parking (Glasgow) Limited;

Contracts means the Existing Contracts and the Further Contracts;

Credit Agreement means the credit facility agreement dated on the date of the Instrument and entered into between, *inter alia*, the Assignor (as Borrower) and the Security Trustee;

Existing Contracts means those contracts to which the Assignor is a party and details of which are set out in Part 1 of the schedule to the Instrument, and reproduced in Part 3 of this Schedule;

Finance Documents has the meaning given to it in the Credit Agreement;

Finance Parties has the meaning given to it in the Credit Agreement;

Further Contracts means such other agreements, contracts or other documents entered into by the Assignor after the date of the Instrument which the Security Trustee directs should be a Further Contract for the purposes of the Instrument;

Instrument means the assignment of contracts, including the schedule thereto;

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally, as principal or surety, or in any other capacity whatsoever) of the Assignor to the Security Trustee and/or any of the Finance Parties under the Credit Agreement and/or any of the other Finance Documents and/or any deed or document supplemental thereto, and any amounts owed by the Assignor under the Instrument including without prejudice to the foregoing generality all obligations to indemnify the Security Trustee or the Finance Parties thereunder.

Security Trustee means The Royal Bank of Scotland plc;

The expressions **Assignor** and **Security Trustee** shall include the successors, permitted assignees and transferees of the Assignor and the Security Trustee.

Schedule**Part 2**

1. The property charged is the Assigned Contract Interests (in respect of the Existing Contracts) as defined in Part 1 of this Schedule.
2. Under the Instrument, the Assignor:
 - 2.1 undertakes to the Security Trustee that it will pay and discharge the Secured Liabilities as and when the same become due for payment and discharge in accordance with the provisions of the Instrument, the Finance Documents and other documents in accordance with which the Secured Liability in question has become due for payment and discharge;
 - 2.2 by way of continuing security for the payment and discharge of the Secured Liabilities, assigns the Assigned Contract Interests (in respect of the Existing Contracts) to the Security Trustee as trustee for itself and the Finance Parties;
 - 2.3 undertakes to assign on demand the Assigned Contract Interests (in respect of the Further Contracts) to the Security Trustee for itself and the Finance Parties, by executing and delivering to the Security Trustee a deed of assignation in the form stipulated by the Security Trustee and to notify such assignation to the other parties to the Further Contracts in the form set out in part 2 of the schedule to the Instrument;
 - 2.4 undertakes to the Security Trustee that it shall forthwith on execution of the Instrument, give notice of the assignation of the Assigned Contract Interests relevant to the Existing Contracts pursuant to the Instrument to each of the other parties to the Existing Contracts, in the form set out in part 2 of the schedule to the Instrument and shall procure that each recipient of any such notice promptly signs and returns to the Assignor an acknowledgement of receipt of such notice in the form of the acknowledgement set out in part 2 of the schedule to the Instrument.

Schedule**Part 3**

1. Project Agreement dated 27 May 2004 and 4 June 2004 between the Assignor and Greater Glasgow Health Board.
2. Building Contract dated 4 June 2004 between the Assignor and Impregilo New Cross Limited.
3. Building Contract Parent Company Guarantee dated 1 and 4 June 2004 given by Impregilo SpA in favour of the Assignor.
4. Operating Agreement dated 7 June 2004 and 8 June 2004 between the Assignor and Apcoa Parking (UK) Limited.
5. Operating Contract Parent Company Guarantee dated 7 June 2004 and 8 June 2004 given by Apcoa Parking AG in favour of the Assignor.
6. Direct Agreement dated 2 June 2004 and 4 June 2004 between the Assignor, Impregilo New Cross Limited and Laing O'Rourke Scotland Limited.
7. Direct Agreement dated 2 June 2004 and 4 June 2004 between the Assignor, Impregilo New Cross Limited and Dinardo Partnership Limited.
8. Lease dated 28 May 2004 and 4 June 2004 between the Scottish Ministers and the Assignor.
9. Letter of Comfort dated 27 May 2004 given by the Scottish Ministers to the Security Trustee and the Assignor in connection, *inter alia*, the dissolution of North Glasgow University Hospitals NHS Trust.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04531874

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNATION OF CONTRACTS DATED THE 23rd JUNE 2004 AND CREATED BY IMPREGILO PARKING (GLASGOW) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SECURITY TRUSTEE AND/OR ANY OF THE FINANCE PARTIES UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th JULY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th JULY 2004.

plm



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES