

CHFP041

Particulars of a mortgage or charge

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

1	1	1	1	1
---	---	---	---	---

05781529

Name of company

*Rok 018 Limited

Date of creation of the charge

11 March 2009

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

Guarantee and Debenture

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

The Royal Bank of Scotland plc (the "Security Agent")
Level 5, 135 Bishopsgate, London

Postcode	EC2M 3UR
----------	----------

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

Osborne Clarke
Temple Quay
2 Temple Back East
Bristol BS1 6EG
~~DX 7818-Bristol~~
KAT/0938186

time critical reference

For official use (02/2006)
Mortgage Section

| Post room

MONDAY



A1QGG87T

A18

16/03/2009

134

16/03/2009
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Part 2 of the attached Schedule

Please do not
write in
this margin

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

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

Particulars as to commission allowance or discount (note 3)

nil

Signed Osborne Clarke



Date 12 March 2009

On behalf of [company] [mortgagee/chargee] †

† 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 are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ.

Rok 018 Limited (Company Number 05781529) (the "Company")

Guarantee and Debenture

Schedule to Form 395

Part 1 – Amount secured by the mortgage or charge

- 1.1 The Company irrevocably and unconditionally covenanted with the Security Agent to pay to the Security Agent (as agent and trustee for the Finance Parties) 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 Guarantee and Debenture, the Company irrevocably and unconditionally covenanted with and guaranteed to the Security Agent that it shall indemnify and keep indemnified the Finance Parties 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 Finance Parties or any of them as a result of any failure or delay by the Company 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 Company 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 Guarantee and Debenture jointly and severally with certain other Companies.
2. The Company 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 Guarantee and Debenture, 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 Company 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 Company 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 Company (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 Company relating to the use or exploitation by or on behalf of the Company anywhere in the world of any Intellectual Property Rights owned by others,
- (f) all the Company'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 Company (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 Company.
- (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 Company in respect of any Fixed Charge Asset.

- (p) the Company'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 Company 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 that Company 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 Guarantee and Debenture.

2.4 **Floating Charge**

The Company agreed to charge with full title guarantee, by way of first floating charge, all the undertaking and assets of the Company 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 Company 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 Guarantee and Debenture

In addition, under the terms of the Guarantee and Debenture, the Company has made the following covenants and undertakings with the Royal Bank of Scotland plc (as Security Agent):

1. Negative Pledge

1.1 Prohibition

The Company 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 Guarantee and Debenture); 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 Company 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 Company 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 Company shall at any time if reasonably required by the Security Agent and at such Company's 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 Guarantee and Debenture; 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 Guarantee and Debenture.

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 Guarantee and Debenture, the Company 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 Company is, or may become, obliged to sign, execute or do pursuant to the Guarantee and Debenture 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 Guarantee and Debenture.

Without prejudice to the generality of the foregoing, the Company 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:

"Agent" means The Royal Bank of Scotland plc.

"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.

"Arranger" means The Royal Bank of Scotland plc, Bank of Scotland plc and Clydesdale Bank plc (trading as Yorkshire Bank) as co-arrangers.

"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 Company.

"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 Company; 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 Company from time to time mortgaged, charged or assigned to the Security Agent pursuant to the Guarantee and Debenture, including, where the context permits, the proceeds of sale or realisation thereof.

"Contracts" mean all of the Company'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 Company 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 Guarantee and Debenture and made between (amongst others) ROK plc, Bank of Scotland plc (in its capacities as Arranger and Original Lender), 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), The Royal Bank of Scotland plc (in its capacities as Arranger, Security Agent and Agent) and Clydesdale Bank plc trading as Yorkshire Bank (in its capacity as Arranger and Original Lender) (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.

"External AF Letter" means any agreement or letter between an External AF Bank and an Obligor (as defined in the Credit Agreement) setting out the terms and conditions on which an External AF may be made available to that Obligor as the same may be supplemented, varied or replaced from time to time.

"External AF Bank" has the meaning given to it in the Credit Agreement.

"External AF" means an uncommitted ancillary or working capital facility provided by an External AF Bank to an Obligor as further described in the Credit Agreement.

"Finance Documents" means each of the Credit Agreement, the Security Documents, the Hedging Documents, any fee letter, any Ancillary Documents, any External AF Letter, the Priority Deed, any Accession Letter, any Accession Deed, any Resignation Letter (as those terms are defined in the Credit Agreement) and any other document designated as such by the Agent and the Company, as amended, varied, restated, supplemented, substituted, replaced or novated, and **"Finance Documents"** shall mean all of them.

"Finance Parties" means the Agent, the Arranger, the Security Agent, a Lender, an Ancillary Lender, a Hedging Bank or an External AF Bank.

"Financial Indebtedness" means, at any time, the aggregate outstanding principal, capital or nominal amount (and any fixed or minimum premium payable on prepayment or redemption) of any indebtedness of the members of the Group for or in respect of (without double counting):

- (a) moneys borrowed or raised and debit balances including capitalised interest, at banks or other financial institutions;

- (b) any amount raised by acceptance under any acceptance credit or bill discount facility (or dematerialisation equivalent);
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract (including a Finance Lease) which would, in accordance with international financial reporting standards, be treated as a finance or capital lease and excluding for the avoidance of doubt, operating leases;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under international financial reporting standards, including but not limited to any sale or leaseback transaction and excluding for the avoidance of doubt, operating leases;
- (g) any amount of redeemable preference shares or similar financial instruments;
- (h) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the fair value will be taken into account), less any cash collateral provided;
- (i) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
- (j) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind the entry into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question; or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 120 days after the date of supply;
- (k) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above.

"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 Guarantee and Debenture.

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

"Full Group Security" means that the Group 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 Guarantee and Debenture.

"Group" means Rok plc and any holding company or any parent company or any subsidiary or subsidiary undertaking of the Company or such companies as defined in sections 1159, 1161, 1162 and 1173 of the Companies Act 2006.

"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 Credit Agreement.

"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 Company.

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

"Nominees" mean any of the Security Agent, any other Finance Party, 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 Company.

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

"Pension Trustees" has the meaning given to "Pension Scheme Trustees" in the Priority Deed.

"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 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 (as defined in the Credit Agreement)) has given prior written consent;
- (f) provided that no Default 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. (In the event that either of such limits on consideration are exceeded, then such disposals shall be Permitted Disposals if the excess consideration is applied in prepayment of the facilities in accordance with the Credit Agreement);
- (i) to a Joint Venture (as defined in the Credit Agreement) to the extent permitted by the Credit Agreement;
- (j) arising as a result of any Permitted Security;
- (k) of assets forming part of Inducement Costs (as defined in the Credit Agreement) 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 Company 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 the Company to be netted or set off against debit balances of members of the Group which are not party to the Credit Agreement 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 party to the Credit Agreement except, in the case of (A) and (B) above, to the extent that such netting or set-off relates to any loan made by a party to the Credit Agreement to a member of the Group which is not an Obligor under the Credit Agreement which is in existence on the date of the Credit Agreement;

- (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 Finance Document;
- (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 Company 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;
- (h) any security arising under any retention of title, hire purchase or conditional sale arrangements having similar effect in respect of goods supplied to an Obligor (as defined in the Credit Agreement) 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 Credit Agreement) arising as a result of a Disposal which is a Permitted Disposal;
- (j) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to the Credit Agreement;
- (k) the debenture and guarantee to be granted by the Company in favour of the Pension Trustees on or about the date of the Guarantee and Debenture; and
- (l) any other security granted with the prior written consent of the Agent (acting on the instructions of the Majority Lenders (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 given, or other transaction arising, under the Finance Documents;
- (c) the solvent reorganisation of any Obligor (as defined in the Credit Agreement) so long as any payments or assets distributed as a result of such reorganisation

are distributed to other Obligor; or

- (d) any other transaction designated a Permitted Transaction by the Agent (acting on the instructions of the Majority Lenders (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 Guarantee and Debenture become, the property of the Company.

"Priority Deed" means the deed of priority entered into on or about the date of the Guarantee and Debenture between the Security Agent and the Pension Trustees.

"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 Guarantee and Debenture become the property of a Company, and **"Properties"** shall be construed accordingly.

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

"Rights" mean all of the Company's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of the Company'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 Company or any person deriving title from the Company 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 Company 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 Company is entitled in respect of such property, all of which are now or at any time after the date of the Guarantee and Debenture become the property of the Company.

"Secured Liabilities" mean all money, debts, obligations and liabilities from time to time due, owing or incurred by the Company and certain other Group Companies to any Finance Party or their assignee or successor on any current or other account whatever in relation to the Finance Documents or otherwise in any manner whatever under the Finance Documents, in each case:

- (a) under each Finance Document as amended, varied, restated, supplemented, substituted, replaced or novated to which the Company is a party;

- (b) whether present or future;
- (c) whether alone or jointly with any other person;
- (d) whether actual or contingent;
- (e) whether as principal or as surety;
- (f) whether express or implied;
- (g) in whatever name, form or style;
- (h) in whatever currency it is denominated;
- (i) whether originally owing to the Finance Party or purchased or otherwise acquired by the Finance Party, its assignee or successor; or
- (j) otherwise;

including, without limitation:

- (k) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates;
- (l) all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable instruments, notes, bills, bonds, guarantees, indemnities, documentary or other credits or any instruments of any kind from time to time entered into by the Finance Party for or at the request of the Company; and
- (m) interest (which will accrue after as well as before any judgment) to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which are incurred by the Finance Party in connection with the Secured Liabilities or generally in respect of the Company or the Security Documents (including, without limitation, legal fees) on a full indemnity basis;

but excluding any obligation which, if it were included, would result in the Guarantee and Debenture contravening Section 151 of the Companies Act 1985.

"Secured Parties" mean each Finance Party from time to time, any receiver or administrator appointed by a Finance Party 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 The Royal Bank of Scotland plc.

"Security Documents" mean all documents creating Security to be granted to the Security Agent pursuant to the Credit Agreement, every guarantee and debenture (including the Guarantee and Debenture) and every other document entered into in favour of the Security Agent creating guarantees or creating Security for the obligations of the Company and certain other Group Companies to the Security Agent and the Secured Parties, under the Finance Documents from time to time each in a form and substance satisfactory to the 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. 5781529
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE
DATED 11 MARCH 2009 AND CREATED BY ROK 018 LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO THE ROYAL BANK OF SCOTLAND PLC (AS
AGENT AND TRUSTEE FOR 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 16 MARCH 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 MARCH 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES