

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[] [] [] []

3162838

Name of company

* Lister-Petter Group Limited (the "Chargor")

Date of creation of the charge

24th August 1998

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

Supplemental legal mortgage between the Chargor and the Governor and Company of the Bank of Scotland (the "Security Trustee") (the "Supplemental Legal Mortgage")

Amount secured by the mortgage or charge

See Part II of the attached schedule

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

The Governor and Company of the Bank of Scotland
5th Floor, Broad Street House
55 Old Broad Street
London EC2P 2HL

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

Lovell White Durrant
65 Holborn Viaduct
London
EC1A 2DY

A7/JIB/AJP/17332

Time critical reference

For official use
Mortgage Section

Post room



Please do not write in this margin

CHA 116

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

*insert full name of company

Short particulars of all the property mortgaged or charged

See Parts III to V of the attached Schedule

BB. Part IV of the attached Schedule includes covenants by and restrictions on the Chargor which protect and further define the charges and which must be read as part of the charges created.

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)

N/A

Signed

David White-Durran Date *28. VIII. 98*

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.

Schedule to form 395

Part I - Definitions

- "Beneficiaries"** means together the Senior Agent, the Security Trustee, the Banks, the Working Capital Bank, the Hedging Counterparties, the Subordinated Agent and the Subordinated Loan Note Holders each as defined in a facilities agreement dated 29th June 1996 (the "Facilities Agreement") between, inter alia, each of them and the Chargor and includes any one or more of them and "Beneficiary" shall be construed accordingly;
- "Guarantee and Debenture"** a Guarantee and Debenture between the Chargor and others and the Security Trustee dated 29th June, 1996;
- "Secured Debt"** means all monies, liabilities and obligations owed to the Beneficiaries in the terms set out in Clause 2 of the Guarantee and Debenture;
- "Security Trustee"** means The Governor and Company of the Bank of Scotland acting as security trustee for the Beneficiaries which expression shall include any successor substituted in accordance with the Facilities Agreement. Any third party may rely on a deed of transfer of mortgage executed by the Security Trustee and by its successor as conclusive evidence of any change of Security Trustee;

Part II - Amount secured by mortgage or charge

1. By clause 2.2 of the Supplemental Legal Mortgage, the Chargor covenanted and guaranteed that it will on demand in writing made to it by the Senior Agent or the relevant Beneficiaries pay or discharge to the Security Trustee for the account of the Beneficiaries all of the Secured Debt owed by it or by any other Group Company (including for the avoidance of doubt, any other Chargor and any subsequently acquired Group Company).

Part III - Particulars of Property mortgaged or charged

1. By clause 3 of the Supplemental Legal Mortgage the Chargor charged with full title guarantee to the Security Trustee by way of legal mortgage the property listed in Part V of this Schedule together with all buildings, fixtures and fixed plant and machinery at any time thereon to the intent that such property and assets shall stand charged for the payment and discharge of all moneys and liabilities covenanted to be paid or discharged by it upon the same terms and in the same manner as are contained in the Guarantee and Debenture as if the provisions of the Guarantee and Debenture were (mutatis mutandis) set out in the Supplemental Legal Mortgage.

Part IV - Restrictions and Covenants

By Clause 2.1 of the Supplemental Legal Charge, the Chargor gave the same covenants to the Security Trustee as were set out in the Guarantee and Debenture.

Part V

Land at Dursley, Gloucestershire as registered at H M Land Registry under title number GR187515.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03162838

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL MORTGAGE DATED THE 24th AUGUST 1998 AND CREATED BY LISTER-PETTER GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND, AS SECURITY TRUSTEE ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th SEPTEMBER 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th SEPTEMBER 1998.

M. IKRAM DAR.

for the Registrar of Companies



C O M P A N I E S H O U S E

Post
with
9/9