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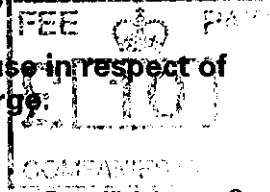
* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

A fee of £10 is payable to Companies House in respect of
each register entry for a mortgage or charge



395

To the Registrar of Companies
(Address overleaf - Note 6)

For official use Company number

Name of company

4.11

02943311

* BRIDGE BUILDINGS LIMITED

Date of creation of the charge

27 March 2002

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

MORTGAGE DEBENTURE

Amount secured by the mortgage or charge

The Company covenants that it will on demand pay to State without deduction or set off all monies and discharge all obligations and liabilities whether actual or contingent now or at any time due, owing or incurred to State by the Company in whatever currency denominated, whether on any current or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style, name or form and whether as principal or surety) when the same are due.

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

State Securities Plc, Jellicoe House, Botleigh Grange Office Campus,
Grange Drive, Hedge End, Southampton, Hampshire

Postcode SO30 2AF

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

State Securities plc
Jellicoe House, Botleigh
Grange Office Campus
Grange Drive, Hedge End
SO30 2AF

Time critical reference

For official use
Mortgage section

Post room

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A04
COMPANIES HOUSE0630
09/04/02

Short particulars of all the property mortgaged or charged

3.1 The Company grants the mortgages, charges and other securities set out in this Clause 3 with full title guarantee and to the intent that the securities created by this Deed shall rank as continuing securities for all the obligations and liabilities of the Company described in Clause 2 or otherwise arising under this Deed.

3.2 The Company charges by way of fixed charge:

3.2.1 all estates or interests in any freehold and leasehold property of whatever kind now or at any time during the continuance of the security created by this Deed belonging to or mortgaged or charged to the Company;

3.2.2 the benefit of all licences or agreements relating to any land to which the Company may be party or to which the Company may be entitled; and

3.2.3 all buildings and fixtures (including trade fixtures, tenant's fixtures and fixed plant and machinery) owned by the Company from time to time in or on any freehold or leasehold property charged under this Deed; and

3.2.4 all other plant, machinery, vehicles, computers and other equipment of the Company both present and future together with the full benefit of all warranties and contracts relating to the same although excluding the Company's stock in trade or work in progress.

3.3 The Company assigns absolutely to State all of its right, title and interest in the Chattel Assets and the full benefit of all warranties and contracts relating to the same. Upon State being satisfied that all of the obligations and liabilities described in Clause 2 have been irrevocably paid and discharged in full it will, at the cost and request of the Company reassign the Chattel Assets to the Company

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

A fee of £10 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)

Signed S. Bechdelay

Date 05.04.02

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

STATE SECURITIES PLC

*Delete as appropriate

Notes.

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
5. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ.

Short particulars of all the property mortgaged or charged (continued)

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3.4 The Company charges by way of fixed charge

3.4.1 all book debts (including bank deposits, credit balances and the accounts in respect of such book debts) and other monetary debts and claims now and from time to time due or owing to the Company;

3.4.2 the benefit of all rights relating to such debts and claims including (without prejudice to the generality of the foregoing) things in action which give rise or may give rise to a debt or debts and

3.4.3 all the right, title and interest of the Company to and in any policies of insurance and the proceeds of such policies ("the Book and other Debts").

3.4.4 all rights to rebate, repayment or reclaim of taxes or custom duties paid by the Company or any other person

3.5 The Company charges by way of fixed charge the following which in this Deed are called "the Securities":

3.5.1 all the shares listed in Schedule 2 (if any);

3.5.2 all other stocks, shares and/or securities legally and/or beneficially owned by the Company or any nominee from time to time; and

3.5.3 all dividends, rights, distributions, accretions and benefits relating to the shares stocks and securities referred to in this Clause 3.5 or paid or payable in respect of them (including by way of preference, bonus, redemption or otherwise).

3.6 The Company charges by way of fixed charge the uncalled capital, goodwill (which shall include all brand names), licences, trademarks and service marks, patents, patent applications, designs, copyrights, confidential information, know-how, computer software and all other intellectual or intangible property or rights now and from time to time belonging to the Company.

3.7 The Company assigns to State absolutely all the present and future right, title and interest of the Company in the Business and on repayment and discharge of all monies and liabilities (whether or not accrued due) secured by this Deed State will at the request and expense of the Company re-assign to the Company the right, title and interest in the Business which at that time may be vested in State.

3.8 The Company charges by way of floating charge its undertaking and all its other property, assets and rights not effectively mortgaged or charged by way of fixed charge by clauses 3.2 to 3.7 above of this Deed whatsoever and wheresoever situate present and future including all heritable property located in Scotland.

3.9 All the mortgages and charges created or agreed to be created by this Deed are, or in the case of future property shall be, first ranking mortgages and charges, subject only to the Prior Mortgage.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02943311

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED THE 27th MARCH 2002 AND CREATED BY BRIDGE BUILDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO STATE SECURITIES PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th APRIL 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th APRIL 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

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