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CHFP004

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legibly, preferably
in black type, or
bold block lettering* insert full name
of company

COMPANIES FORM No. 395

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



2993253

395

Name of company

• LONGWALL HOLDINGS LIMITED

Date of creation of the charge

10TH APRIL 2003

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

DEBENTURE

Amount secured by mortgage or charge

- (a) all present and/or future indebtedness of the Chargor to the Bank on any current and/or other account with interest and bank charges;
- (b) all other liabilities whatsoever of the Chargor to the Bank present future actual and/or contingent; and
- (c) all costs charges and expenses howsoever incurred by the Bank in relation to this Debenture and such indebtedness and/or liabilities on a full indemnity basis;
- and shall include interest on the foregoing day by day from demand until full discharge (as well after as before any judgment) at the rate provided for in any agreement between the Bank and the Chargor.

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

SEE CONTINUATION SHEET 1

Postcode

Presentor's name address and
reference (if any):MESSRS. MOWLL & MOWLL
34 & 36 CASTLE STREET,
DOVER, KENT, CT16 1PN

REF: MD/U0002014-ULSTER

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

SEE CONTINUATION SHEET 2

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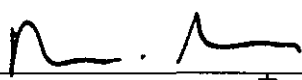
Please complete legibly,
preferably in black type,
or bold block lettering

Particulars as to commission allowance or discount (note 3)

NIL

A fee of £10 is payable
to Companies House in
respect of each register
entry for a mortgage or
charge.
(See Note 5)

Signed



Date 24TH APRIL 2003

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 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 CF14 3UZ, DX: 33050 Cardiff
M395

CONTINUATION SHEET NO. 1

ULSTER BANK IRELAND LIMITED having its Registered Office at Ulster Bank Group Centre, George's Quay, Dublin 2 and having an address for service in Northern Ireland at 11-16 Donegall Square East, Belfast and **ULSTER BANK LIMITED** having its Registered Office at 11-16 Donegall Square East, Belfast, and **ULSTER BANK COMMERCIAL SERVICES (NI) LIMITED** having its registered office at 11-16 Donegall Square East, Belfast ("the Bank").

CONTINUATION SHEET NO. 2

1. (a) by way of legal mortgage each and every interest in or over the property described in the Schedule to the Debenture ("the Property"), which the Chargor now or hereafter has power so to charge and charges in equity all other interests therein and the proceeds of sale thereof and charges to the Bank all monies to be received under any policy of insurance effected in respect thereof;
- (b) by way of fixed charge all estates or interest in any freehold, leasehold and other immovable property now or at any time during the continuance of this security belonging to the Chargor and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Chargor;
- (c) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Chargor both present and future;
- (d) by way of fixed charge all book debts and other debts now and from time to time due or owing to the Chargor ("the Debts") and (subject to the provisions of Clause 6.2 of the Debenture) all moneys which the Chargor receives in respect thereof;
- (e) by way of fixed charge (but subject to the provisions of Clause 6.2 of the Debenture) all balances standing to the credit of any current, deposit or other account of the Chargor with the Bank (including, *inter alia*, any account designated a realisations account for the proceeds of disposals of any of the assets of the Chargor) or with other bankers, financial institutions or similar third parties (the "Credit Balances");
- (f) by way of fixed charge all stocks, shares, debentures, bonds, notes and loan capital of any Subsidiary and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may now or hereafter belong to the Chargor, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;
- (g) by way of fixed charge the goodwill of the Chargor and its uncalled capital now or at any time hereafter in existence;
- (h) by way of fixed charge all copyrights, patents, patent applications, trade marks, trade names, know-how and inventions or other rights of every kind deriving therefrom now or at any time hereafter belonging to the Chargor and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, trade names, know-how and inventions; and
- (i) by way of floating charge the whole of the Chargor's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged or charged to the Bank by way of fixed charge by Clause 3.1(i).

2. The Chargor covenanted that save as permitted in any agreement between the Bank and the Chargor it shall not nor shall it agree or purport to:—
 - (a) create or permit to subsist any Encumbrance whether in any such case ranking in priority to or pari passu with or after the security created by this Charge; or
 - (b) sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of its undertaking or assets, other than Floating Charged Property in the ordinary course of trading by the Chargor and on an arm's length term.
3.
 - (a) "Floating Charged Property" means the whole of the Chargor's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged or charged to the Bank by way of fixed charge by Clause 3.1(i);
 - (b) "Encumbrance" means any mortgage, charge, assignment for the purpose of security, pledge, lien, rights of set-off, arrangements for retention of title, or hypothecation or trust arrangement for the purpose of, or which has the effect of granting security or other security interest of any kind whatsoever or any agreement, whether expressed to be conditional or otherwise, to create any of the same but excluding all security interests hereunder or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired by the Chargor;

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02993253

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 10th APRIL 2003 AND CREATED BY LONGWALL HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ULSTER BANK IRELAND LIMITED, ULSTER BANK LIMITED AND ULSTER BANK COMMERCIAL SERVICES (NI) LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26th APRIL 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th APRIL 2003.

P-2 made



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —