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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

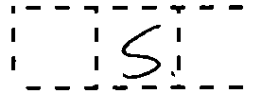
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Pursuant to section 395 of the Companies Act 1985

Please do not
write in this
marginPlease complete
legibly,
preferably in
black type, or
bold block
letteringTo the Registrar of Companies
(Address overleaf – Note 5)

For official use

Company number



03446291

Name of Company

* Insert full
name of
Company

* PALL MALL HOLDINGS LIMITED

Date of creation of the charge

28th September 2007

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

MORTGAGE DEBENTURE (AND COUNTERPART MORTGAGE/DEBENTURE)

Amount secured by the mortgage or charge

See Continuation Sheet 1

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

ANGLO IRISH BANK CORPORATION plc having its registered office at Stephen Court,
18/21 St Stephen's Green, Dublin 2 and having an address for service in Northern Ireland
at 14-18 Great Victoria Street, Belfast in its capacity as security trustee for and on behalf of
the Finance Parties ("the **Security Trustee**")

Presentor's name address and
reference (if any)

John McKee & Son,
Solicitors,
Hampden House,
55, Royal Avenue,
Belfast, BT1 1FD
Page 1

For official use
Mortgage section

Post room

TUESDAY



A11

"APQWTTU1"
16/10/2007
COMPANIES HOUSE

438

Short particulars of all the property mortgaged or charged

Please see Continuation Sheets

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

15/10/07

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 The address of the Registrar of Companies is -

Companies House, Crown Way, Cardiff CF4 3UZ

COVENANT TO PAY

- 2 (1) The Company hereby covenants with the Security Trustee that it will on demand by the Security Trustee (when the same are due and payable in accordance with their terms) pay to the Security Trustee
- (a) all sums of money which have been or are now or may hereafter from time to time be advanced to the Company by the Finance Parties,
 - (b) all other indebtedness and/or liabilities whatsoever of the Company to the Finance Parties present, future, actual and/or contingent and whether incurred solely, severally, jointly and as principal or surety,
 - (c) (on a full indemnity basis) all costs, charges, expenses and other sums reasonably and properly expended, paid, incurred or debited to any account (including any advances to be made) in relation to the realisation, enforcement, protection or perfection of rights under this Mortgage Debenture and the security constituted hereby or the recovery of any of the indebtedness or other liabilities of the Company by the Security Trustee, or by any Receiver or by any delegate or sub-delegate appointed by the Security Trustee pursuant to this Mortgage Debenture including (but without prejudice to the generality of the foregoing) remuneration payable to any Receiver, delegate or sub-delegate as aforesaid PROVIDED THAT, in relation to such costs, charges, losses, expenses, remuneration and other sums as are mentioned in this Clause 2(1)(c), interest shall accrue and be payable as from the date on which the same are paid by the Security Trustee, or by any such Receiver, delegate or sub-delegate as therein mentioned or become due to such Receiver, delegate or sub-delegate under the terms of his appointment without the necessity for any demand being made for payment thereof and PROVIDED FURTHER THAT such costs, charges, and expenses shall for the avoidance of doubt include all amounts which the Security Trustee may require from time to time to compensate it for its internal management and administrative costs and expenses incurred in connection with the enforcement of this Mortgage Debenture and the recovery of the liabilities secured by it, and
 - (d) interest and charges upon or relating to all such advances, indebtedness, liabilities, costs, expenses and

other moneys until demand at the Agreed Rate of Interest or (in default of any Agreed Rate of Interest) at the Specified Rate of Interest and from and after demand until full discharge (as well after as before judgment) and such interest shall be compounded monthly in the event of it not being punctually paid but without prejudice to the right of the Security Trustee to require payment of such interest

CHARGING CLAUSE

- 3 (1) The Company (to the intent that the security hereby created shall rank as a continuing security in favour of the Security Trustee) as security for the payment and discharge of the Secured Obligations with full title guarantee hereby
- (a) charges by way of fixed charge all the freehold or leasehold property described in the First Schedule hereto and all buildings structures, fixtures (including trade fixtures) and fixed plant, machinery and equipment from time to time,
 - (b) by way of fixed equitable charge charges to the Security Trustee all estates or interests in any freehold and leasehold property (except the Legally Mortgaged Property) now and at any time during the continuance of this security belonging to or charged to the Company and all licences now or hereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all buildings, fixtures (including trade fixtures) and fixed plant and machinery owned by the Company and from time to time on or in any freehold or leasehold property an interest in which is charged hereunder (together "the Equitably Charged Property") and/or the proceeds of sale of the Equitably Charged Property,
 - (c)
 - (i) by way of fixed charge charges to the Security Trustee all book debts and other debts now and from time to time due or owing to the Company including, for the avoidance of doubt, under interest rate risk hedging arrangements ("the Book and Other Debts") and all moneys which the Company receives in respect thereof,
 - (ii) by way of fixed charge charges to the Security Trustee all balances standing to the credit of any current, deposit or other account of the Company with a Finance Party (including, inter

sub-clause shall constitute the Security Trustee as a mortgagee in possession,

- (iv) the benefit of all rights and claims of the Company under or in respect of the Development Documents and all other contracts, agreements rights, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time enjoyed or held by the Company,
- (f) (i) by way of fixed charge, charges all the bonds, stocks, shares and other securities, the certificates or other documents of title for which have been deposited by the Company with the Security Trustee, and which are listed in the Second Schedule hereto, and any securities substituted with the Security Trustee's prior written consent, (all of which are hereinafter called "the Charged Shares")being

Company	Registered Owner	Holding
Pall Mall Employment Services Limited (05886602)	Pall Mall Holdings Limited (03446291)	1 ordinary share of £1 00 each
Carillion Pall Mall Limited (03341350)	Pall Mall Holdings Limited (03446291)	1,000,003 ordinary shares of £1 00 each

- (ii) by way of fixed charge charges to the Security Trustee all stocks, shares and/or other securities in any other body corporate whether or not certificated (together "the Securities") now or at any time during the continuance of this security belonging to the Company (including, without prejudice to the generality of the foregoing, loan capital, indebtedness or liabilities on any account or in any manner owing to the Company) and all rights in respect of or incidental to the Securities,
- (g) by way of fixed charge charges to the Security Trustee the goodwill and the uncalled capital of the Company now or at any time hereafter in existence and future calls (whether made by the direction of the Company or a Receiver or a Liquidator) and the licences, patents, patent applications, trade names and rights in trademarks, copyrights, whether registered or not, rights

alia, any account with a Finance Party designated a realisations account for the proceeds of disposal of any of the assets of the Company) or with other bankers, financial institutions or similar third parties ("the Credit Balances)

- (d) charges by way of assignment to the Security Trustee, the Rental Income and the benefit to the Company of all other rights and claims to which the Company is now or may in the future become entitled in relation to the Legally Mortgaged Property or the Equitably Charged Property including but not limited to all rights and claims of the Company against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of the Legally Mortgaged Property or the Equitably Charged Property and all guarantors and sureties for the obligations of such persons,
- (e) charges by way of assignment to the Security Trustee
 - (i) the benefit of all guarantees, indemnities, warranties and representations given or made by and any rights or remedies against all or any professional advisers now or at any time engaged by the Company in relation to the Legally Mortgaged Property or the Equitably Charged Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in the buildings erected or to be erected on the Legally Mortgaged Property or on the Equitably Charged Property and any other person firm or company now or from time to time under contract with or under a duty to the Company and the benefit of all sums recovered in any proceedings against all or any of such persons,
 - (ii) the benefit of all Agreements for Lease, all the proceeds of any claim, award or judgment arising out of any Agreement for Lease and all sums paid or payable to the Company under or in respect of any Agreement for Lease,
 - (iii) all right, title and interest of the Company in and to all payments made under any and all present and future insurance policies in respect of the Legally Mortgaged Property or the Equitably Charged Property, provided that nothing in this

in the nature of copyright, registered designs, know how, inventions, rights in confidential information, service marks and all other intellectual property rights now or at any time during the continuance of this security belonging to the Company (together the "Goodwill and Intellectual Property"),

- (h) by way of fixed charge charges to the Security Trustee all plant, machinery, vehicles, computers and office and other equipment now or at any time during the continuance of this security belonging to the Company other than insofar as it is part of the Company's stock in trade (together "the Equipment"), and
- (i) by way of floating charge charges to the Security Trustee its undertaking and all its other property, assets and rights whatsoever and wheresoever present and/or future, including those expressed as charged by way of fixed charge if, and to the extent that, such charge may fail (whether by virtue of the laws of Northern Ireland or the laws of any other jurisdiction in which the relevant property, asset or right is located or to which it is subject) for any reason to operate as a fixed charge (hereinafter called "the Property charged by way of Floating Charge" and together with the Legally Mortgaged Property, the Equitably Charged Property, the Book and Other Debts, the Credit Balances, the Rental Income, the Agreements for Lease, the Charged Shares, the Securities, the Goodwill and Intellectual Property, the Equipment and all other property hereby mortgaged or charged collectively called "the Charged Property" which expression may be taken to refer to the real and/or the personal or incorporeal property hereby mortgaged or charged as the context may require or admit),

NOTE QUALIFYING FLOATING CHARGE

The floating charge created by Clause 3(1)(i) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the 1986 Act

COVENANTS

Covenants Regarding Book Debts

- 8 (1) With reference to the Book and Other Debts in the absence of specific written instructions from the Security Trustee to the contrary the Company shall collect in the Book and Other Debts and shall pay into the Company's current account with the Account Bank and/or if so directed by the Security Trustee into a special or specifically designated account with the Security Trustee either in the name of the Company or the Security Trustee or in the joint names of the Company and the Security Trustee or into such other account as the Security Trustee may direct all moneys which it may receive in respect of the Book and Other Debts and shall not sell, factor, discount or otherwise charge or assign the same in favour of any other person or purport to do so without the prior consent in writing of the Security Trustee and the Company shall if called upon to do so by the Security Trustee from time to time execute legal assignments of such Book and Other Debts to the Security Trustee in such form and on such terms as the Security Trustee may direct
- (2) With reference to the Credit Balances the Company agrees to inform the Security Trustee as soon as any Credit Balance with any third party other than the Security Trustee comes into existence and if so directed by the Security Trustee the Company shall transfer any such Credit Balance into a specifically designated account with the Security Trustee in the name of the Company or the Security Trustee or in the joint names of the Company and the Security Trustee or into such other account as the Security Trustee may direct and shall not sell or otherwise charge or assign any Credit Balance in favour of any person or purport to do so without the prior consent in writing of the Security Trustee

Covenants Regarding the Charged Shares/Securities

- 9 With reference to the Charged Shares and the Securities the Company covenants and agrees
- (1) that the charge created by Clause 3(1)(f) shall include all dividends or interest hereafter paid on the Charged Shares and/or the Securities and all rights, moneys or property accruing or offered at any time (by way of redemption, bonus splitting, preference, option or otherwise) to or in respect of such Charged Shares and/or the Securities and the Company undertakes to pay into the accounts referred to in Clause 8 on receipt all such dividends and interest and to lodge with the Security Trustee all documents hereafter received by the Company in relation to any such rights, moneys or property,

- (2) that it will at the request of the Security Trustee execute legal transfers of the Charged Shares and/or the Securities to the Security Trustee or its nominee or otherwise as the Security Trustee directs, or procure the transfer of any Charged Shares and/or the Securities held through the CREST system into the name of the Security Trustee or its nominee or otherwise as the Security Trustee directs, but that in the event of any such transfer being effected neither the Security Trustee nor its nominee shall be liable (save in the case of its own negligence or wilful default) for any loss occasioned by any exercise or non-exercise of rights attached to such Charged Shares and/or the Securities or by any failure to forward or report to the Company any notice or other communication received in respect of them,
- (3) that it will at the request of the Security Trustee lodge with the Security Trustee all certificates or other documents of title which relate to the Charged Shares, and/or the Securities and executed but undated stock transfer forms in respect thereof, or in the case of any Charged Shares and/or the Securities held through the CREST system, it will take such action as is required by the Security Trustee to transfer the Charged Shares, and/or the Securities to such escrow balance or balances (as that term is used in the CREST Reference Manual) as designated by the Security Trustee ("the Escrow Balance") and the Company agrees that the Charged Shares, and/or the Securities so held may only be transferred from the Escrow Balance on the instruction of the relevant escrow agent (as that term is used in the CREST Reference Manual),
- (4) that the Security Trustee shall have a power of sale over the Charged Shares, and/or the Securities which shall be exercisable at any time after demand by the Security Trustee under Clause 2(1) and that the Security Trustee is hereby authorised to give a good discharge for any moneys received in respect of the Charged Shares, and/or the Securities at any time during the subsistence of this Mortgage Debenture,
- (5) not to create any mortgage, charge or other security interest over the Charged Shares, and/or the Securities or any part of or any interest in the same without the consent in writing of the Security Trustee, and
- (6) that it shall upon request by the Security Trustee take all such steps as are reasonably practicable to procure that the Articles of Association of any company in which the Company owns the Charged Shares, and/or the Securities shall be altered so as to provide that any transfer of any such Charged Shares, and/or the Securities either to or by the Security Trustee under or pursuant to the security hereby created

- (a) shall not be subject to any rights of pre-emption conferred upon the members of such company by such company's Articles of Association, and
 - (b) that no other restriction on share transfers therein contained of any kind whatsoever (including without limitation any discretion therein conferred upon the directors of such company to refuse to register share transfers) shall apply to any such transfer
- 10 (1) With further reference to the Charged Shares and/or the Securities, provided that such exercise shall not in the reasonable opinion of the Security Trustee jeopardise or be likely to jeopardise the security hereby constituted, until the Security Trustee shall take any steps to enforce this security the Company while remaining the registered owner of any shares hereby charged shall subject to Clause 9(6), continue to be entitled to exercise all voting rights attaching to such shares as owner and, subject as aforesaid, the Security Trustee or its nominees shall exercise the voting rights attaching to any shares hereby charged to the Security Trustee which shall be registered in the name of the Security Trustee or (as the case may be) its nominee in accordance with any directions in writing from time to time received from the Company while owner thereof or, in the absence of any such written directions, shall refrain from exercising any such voting rights

NOTE NEGATIVE PLEDGE

Covenants Regarding Property Charged by way of Floating Charge

- 13 With reference to the Property charged by way of Floating Charge
 - (1) the Company shall not without the consent in writing of the Security Trustee
 - (a) create any mortgage, charge or other security interest ranking in priority to, pari passu with or subsequent to that charge, and/or
 - (b) sell or otherwise dispose of the whole or, except in the ordinary course of business and for full value, any part of the Company's undertaking,
 - (2) the Company agrees to effect and maintain such insurances as are normally maintained by prudent companies carrying on similar business,

- (3) the floating charge will automatically convert into a fixed charge over all of the Company's assets if an administrator is appointed or the Security Trustee receives notice of an intention to appoint an administrator,
- (4) except as provided below, the Security Trustee may by notice to the Company convert the floating charge into a specific charge as regards any assets or class of assets specified in such notice including in particular, but without limitation, any assets which the Security Trustee shall consider to be in danger of being seized or sold under any form of distress or execution levied or threatened and may appoint a Receiver thereof, and
- (5) the floating charge may not be converted into a fixed charge solely by reason of
 - (a) the obtaining of a moratorium, or
 - (b) anything done with a view to obtaining a moratorium under the 1986 Act

DEFINITIONS

Definitions and Interpretation

- 1 In this Mortgage Debenture, except to the extent that the context requires otherwise
 - (1) **"Account Bank"** shall mean, from time to time, the institution appointed as account bank to hold the current and other accounts of the Company and/or other members of the Group pursuant to the Accounts Agreement,
"Accounts Agreement" means the accounts agreement to be made between (1) Resource Services Group Limited, (2) the subsidiaries of Resource Services Group Limited listed in Schedule 1 thereto, (3) Anglo Irish Bank Corporation plc (in its capacity as Original Lender, Agent, Arranger and Security Trustee and (4) the Account Bank,
"Agent" shall have the meaning given to that term in the Facility Agreement,
"Agreed Rate of Interest" means the most recent rate of interest from time to time agreed between the Agent and the Company,
'Agreements for Lease' means all present and future agreements, contracts, options or undertakings for or in relation to the creation of any estate, interest or right in or over the Legally Mortgaged Property, the Equitably Charged Property or any part thereof (including, without limitation, in relation to

any lease, license, tenancy or right to occupy whether on a fixed term or periodic basis),

"Associated Company" means a company which would be a Subsidiary within the meaning of Section 736(1) of the 1985 Act if the relevant holding of equity share capital was more than ten per cent (rather than half) in nominal value,

"Business Day" means a day (other than a Saturday or Sunday) on which banks generally are open for business in Belfast,

'Development Documents' means all present and future building contracts, development plans, appointments of professionals, warranty agreements in favour of the Company, and any other agreement or document relating to the acquisition, construction, management, design, servicing, marketing, development, operation or use of the Legally Mortgaged Property, the Equitably Charged Property or any part thereof,

"Environmental Law" means all laws (statutory, common law or otherwise) including (without limitation) circulars, guidance notes and codes of practice from time to time regulating the carrying on of any process or activity on its premises and any emissions from all waste produced by such process or activity and any such chemicals or substances relating to the same whether relating to health and safety, the workplace, the environment or the provision of energy and any European Community legislation regulating the same) from time to time in force and any other instrument, plan, regulation, permission, authorisation and direction made or issued thereunder or deriving validity therefrom,

"Environmental Licence" means any permit, licence, authorisation, consent or other approval required by or given pursuant to any Environmental Laws,

"Facility Agreements" means the principal facility agreement dated 24 July 2007 made between (1) Resource Services Group Limited, (2) the subsidiaries of Resource Services Group Limited listed in Part 1 of Schedule 1 thereto, (3) Resource (NI) Limited, Resource Services (NI) Limited, Resource Services Group Limited and Resource Support Services (Irl) Limited (as shareholders of certain dormant companies) and (4) Anglo Irish Bank Corporation plc (in its capacity as Original Lender, Agent, Arranger and Security Trustee) (the **"Principal Facility Agreement"**) as supplemented from time to time (including, for the avoidance of doubt, as supplemented by the first supplemental facility agreement dated [27] September 2007 and made between (1) Resource Services Group Limited (as borrower), (2) Resource Services Group Limited (as agent for the Obligors, as defined therein) and (3) Anglo Irish Bank Corporation plc (in its capacity as Original Lender, Agent, Arranger and Security Trustee) (the **"First Supplemental Facility Agreement"**)),

"Finance Parties" shall have the meaning given to that term in the Principal Facility Agreement,

"Holding Company" and **"Subsidiary"** are respectively as defined in Section 736 of the 1985 Act,

Planning Acts" means the Town and Country Planning Act 1990

"Receiver" has the meaning attributed thereto in Clause 18(1) hereof,

'Rental Income' means the gross rents licence fees and other moneys receivable now or hereafter at any time by the Company in respect of or arising out of any lease of the Legally Mortgaged Property or the Equitably Charged Property or any part thereof or any Agreement for Lease or otherwise without limitation derived by the Company from the Legally Mortgaged Property or the Equitably Charged Property or otherwise paid to or received by the Company in respect of the Legally Mortgaged Property or the Equitably Charged Property (including without limitation all mesne profits) but save for insurance rents or service charges or the like

"Secured Obligations" means the monies due, owing or incurred by and other liabilities of the Company to the Finance Parties the payment and discharge of which are the subject of covenants, undertakings and agreements contained in this Mortgage Debenture **PROVIDED THAT** no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, this Mortgage Debenture (or any part thereof) would constitute unlawful financial assistance within the meaning of Sections 151 and 152 of the 1985 Act and in respect of which the appropriate procedures in accordance with Sections 155 -158 of the 1985 Act have not been complied with,

"Specified Rate of Interest" means a rate calculated on a daily basis 2 % per annum, above the Agent's Base Rate from time to time,

"1925 Act" means the Law of Property Act 1925,

"1985 Act" means the Companies Act 1985,

"1986 Act" means the Insolvency Act 1986,

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 03446291

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED THE 28th SEPTEMBER 2007 AND CREATED BY PALL MALL HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANGLO IRISH BANK CORPORATION PLC AS SECURITY TRUSTEE FOR AND ON BEHALF OF THE FINANCE PARTIES AND THE FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER 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 16th OCTOBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th OCTOBER 2007

Handwritten signature



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES