

M

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

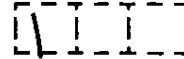
Pursuant to section 395 of the Companies Act 1985

214910/13

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

For official use

Company number



05350303

Name of company

* West Pennine Plant Limited

Date of creation of the charge

7 July 2008

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

Debenture (the "Debenture") given by the Company in favour of Alliance & Leicester plc (the "Bank")

Amount secured by the mortgage or charge

All monies, obligations and liabilities now or at any time in the future due, owing or incurred from the Company to the Bank whether actually or contingently and in any matter whatsoever

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

Alliance & Leicester plc
6 South Admin, Bridle Road, Bootle, Merseyside

Postcode L30 4GB

Presenter's name address and
reference (if any)

Alliance & Leicester
Securities Team 2
PO BOX 714
LEEDS
LS1 9FL

BYC/ALL 1394-357

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

TUESDAY



ADCTL18M

A48

08/07/2008

125

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 By way of first fixed charge by way of legal mortgage, all right, title, estate and other interests of the Company in all freehold and/or leasehold property described in the Schedule to the Debenture, including all rights attached or appurtenant to it and all buildings, erections, fixtures and fittings (including trade fixtures and fittings but excluding, in the case of leasehold property, landlords fixtures), fixed plant and machinery from time to time on it and any insurance and any proceeds of sale or other realisation thereof

2 By way of first fixed charge

2 1 all right, title, estate and other interests of the Company in each freehold or leasehold property now or at anytime vested in or held by or on behalf of the Company (not effectively mortgaged under 1 above) including all rights attached or appurtenant to it and all buildings, erections, fixture and fittings (including trade fixtures and fittings but excluding, in the case of leasehold property, landlords fixtures), fixed plant and machinery from time to time on it and any insurance and any proceeds of sale or other realisation thereof,

(continued)

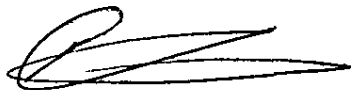
Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

7/7/2008

On behalf of ~~XXXXXXXX~~ [mortgagee/~~XXXXXXXX~~] † Alliance & Leicester plc

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

† 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 must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Name of company

*insert full name
of Company

* West Pennine Plant Limited

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

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

(continued)

2 2 all book and other debts in existence from time to time both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Company and the benefit of all rights whatsoever relating thereto, and

2 3 all present and future goodwill and uncalled capital for the time being of the Company

3 By way of first priority assignment, all right, title, estate and other interests of the Company in

3 1 the gross rents, licence fees and other monies receivable now or hereafter at any time by the Company in respect of or arising out of any lease of the property referred to in 1 or 2 1 above or any agreement for lease or otherwise derived by the Company from such property or otherwise paid to or received by the Company in respect of such property,

3 2 the benefit of all guarantees, warranties and representations given or made by any rights or remedies against all or any professional advisors now or at anytime engaged by the Company in relation to any of the property referred to in 1 or 2 1 above 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 any such 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, and

3 3 the benefit of 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 any of the property referred to in 1 and 2 1 above and all sums paid or payable to the Company in respect of any such agreement, contract, option or undertaking

4 By way of floating charge the whole of the Company's undertaking and all of the property, assets and rights of the Company whatsoever, wherever situate, whether movable, immovable, present or future, which are, for any reason, not validly charged or assigned pursuant to 1, 2 or 3 above

5 The floating charge referred to in paragraph 4 above shall automatically crystallise and without notice be converted into a fixed charge in respect of any assets subject to it

5 1 which will become subject to any mortgage, charge, pledge, lien (save a lien arising operation of law in the ordinary course of business), assignment, hypothecation, security interest, preferential right or trust arrangement or other encumbrance, security agreement or arrangement of any kind or any right conferring of priority of payment or to a disposition (in each case an "Encumbrance") contrary to provisions of clause 5 of the

Name of company

*insert full name
of Company

* West Pennine Plant Limited

debenture,

5 2 if the Company ceases to carry on its business or substantially the whole of its business or threatens to cease to carry on the same or substantially changes the nature of its business,

5 3 if any encumbrance takes possession of or a receiver is appointed over all of any part of the assets charged by the debenture,

5 4 if an order is made for the winding up of the Company by the Court, or if an effective resolution is passed for the creditors voluntary winding up of the Company, and

5 5 if a petition is presented for an administration order to be made in relation to the Company pursuant to the Insolvency Act 1986

6 Under the Debenture, the Company represented, warranted and undertook to the Bank that (save with the prior written consent of the Bank) it would be the sole beneficial owner with full title guarantee of all of the assets charged by the Debenture free from any Encumbrance (as that expression is defined above) and would not (except for charges in favour of the Bank created under or pursuant to the Debenture) create or attempt to create or permit to subsist or arise any such Encumbrance or any right or option on any of the assets charged by the Debenture or any part thereof

7 Under the Debenture the Company covenanted to procure that any monies received or receivable under any insurance will be held by the Company in trust for the Bank and will applied in repairing, replacing, restoring or reinstating the assets charged by the Debenture destroyed or damaged on in the manner the Bank requires or, if the Bank so directs and the terms of the relevant insurances permit, in or towards satisfaction of the sums secured by the Debenture

8 The Company covenanted to collect and realise all book and other debts referred to in 2 2 above in the ordinary course of business and to pay into the Company's account with the Bank all proceeds of such collection and realisation which it may receive in respect thereof



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5350303
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 7 JULY 2008
AND CREATED BY WEST PENNINE PLANT LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO ALLIANCE & LEICESTER PLC ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8
JULY 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 JULY 2008



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**