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*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Multe

Pursuant to section 395 of the Companies Act 1985

395

To the Registrar of Companies

For official use

Company number



591419

Name of company

* ARGENT GROUP DEVELOPMENTS PLC (the "Chargor")

Date of creation of the charge

5th January, 1996

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

Mortgage of Shares

Amount secured by the mortgage or charge

All present and future obligations and liabilities whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever of the Borrower and each Investor to each Finance Party and to the Counterparty under each Finance Document.

*due or to become due
Argent Development
Consortium Limited and
each Investor to the
chargee under each
Finance Document
(as defined)*

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

Bayerische Hypotheken- und Wechsel-Bank Aktiengesellschaft, London
Branch, 29 Gresham Street, London EC2V 7HN (the "Agent") as agent and
trustee for the Finance Parties (as defined).

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

Allen & Overy
One New Change
London EC4A 9QQ
Ref: JPH/RJDB/PYJ/B1.50415

For official use
Mortgage Section

Post room



KLO *KRAN5IFA* 1502
COMPANIES HOUSE 23/01/96

Time critical reference

Short particulars of all the property mortgaged or charged

PLEASE SEE ATTACHED.

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legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Allen R Overy

Date

22nd January, 1996

On behalf of ~~[company]~~ [mortgagee/chargee][†]

[†] delete as
appropriate

- 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 situated 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.

Argent Group Developments PLC
Continuation Sheet 1

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

By way of first legal mortgage:

- (a) the Shares;
- (b) all dividends paid or payable after 5th January, 1996 on all or any part of the Shares;
- (c) all stocks, shares, securities, rights, moneys or property accruing or offered at any time (whether by way of redemption, bonus, preference, option rights or otherwise) to or in respect of any of the Shares or in substitution or exchange for or otherwise derived from, any of the Shares; and
- (d) all dividends, interest or other income in respect of any such asset referred to in paragraph (c) above.

"**Argent Investor**" means the Chargor, Argent Group PLC and Argent Group Investments PLC.

"**Arranger**" means Bayerische Hypotheken- und Wechsel-Bank Aktiengesellschaft, London Branch.

"**Banks**" means the banks as defined in the Credit Agreement.

"**Borrower**" means Argent Development Consortium Limited.

"**Borrowings**" means the aggregate amount of each borrowing by the Borrower under the Credit Agreement or the aggregate outstanding amount of those borrowings and includes each Loan, the First Borrowing, each Phase One Borrowing, each Phase Two Borrowing and any amount due under the Finance Documents which is capitalised and treated as a borrowing.

"**Citibank Investor**" means Citibank Investments Limited and Citibank International plc.

"**Counterparty**" means Bayerische Hypotheken- und Wechsel-Bank Aktiengesellschaft in its capacity as counterparty to any interest rate hedging agreement taken out with the Borrower.

"**Credit Agreement**" means the agreement dated 20th December, 1995 between the Borrower, the Arranger, the Banks and the Agent.

"**Debenture**" means the debenture dated 5th January, 1996 between the Borrower and the Agent.

"**Development**" means, in respect of each Property, the construction of each structure set out in the Specifications in respect of that Property and the provision of all necessary utilities and services to that Property.

"**Fee Letter**" means the letter dated 20th December, 1995 between the Arranger and the Borrower setting out the amount of various fees referred to in the Credit Agreement.

"**Finance Document**" means the Credit Agreement, the Debenture (and any other document executed by the Borrower creating security in favour of the Agent), the Mortgage of Shares, the Intercreditor Deed, the Investors Funding Agreement, the Subordination Deed, each Hedging Document, the Fee Letter, any letter between the Borrower and a Bank relating to withholding tax, a Novation Certificate and any other document designated as such by the Agent and the Borrower.

Argent Group Developments PLC
Continuation Sheet 2

"Finance Party" means the Arranger, a Bank or the Agent.

"First Borrowing" means an advance by the Banks to the Borrower under the Credit Agreement of up to £10,000,000 including, for the avoidance of doubt, any interest or other amount capitalised under the Credit Agreement.

"Hedging Document" means any interest rate management agreement or arrangement entered into by the Borrower with the prior approval of the Agent (acting reasonably) relating to the interest payable under the Credit Agreement on all or any part of the Borrowings and includes any document entered into pursuant to the Credit Agreement.

"Intercreditor Deed" means the intercreditor deed dated 5th January, 1996 between the Borrower, the Banks, the Agent and the Junior Agent.

"Investor" means the Argent Investor or the Citibank Investor or BriTel Fund Trustees Limited.

"Investors Funding Agreement" means the agreement dated 5th January, 1996 between the Borrower, each Investor, the Agent and the Junior Agent.

"Junior Agent" means The United Bank of Kuwait plc.

"Loan" means in respect of each Loan Facility, the aggregate principal amount of each borrowing by the Borrower under that Loan Facility (including each Tranche advanced under that Loan Facility and all rolled up and capitalised interest, fees and other amounts relating to that Loan Facility pursuant to the Credit Agreement) or the principal amount outstanding of that borrowing.

"Loan Facility" means a facility in respect of each Property under which the Borrower may request the Banks to advance Tranches to finance the Development of that Property.

"Mortgage of Shares" means the mortgage of shares dated 5th January, 1996 between the Chargor, Citibank Investments Limited, BriTel Fund Trustees Limited and the Agent accompanying this Form 395.

"Novation Certificate" means a certificate novating rights pursuant to the Credit Agreement.

"Phase One Borrowing" means each advance by the Banks to the Borrower under the Phase One Facility.

"Phase One Facility" means a facility under which the Borrower may request advances up to an aggregate amount of £500,000 in respect of each Phase One Property including, for the avoidance of doubt, any interest or other amount capitalised under the Credit Agreement.

"Phase One Properties" means each of:

- (a) The Governor's House, Pountney Hill, London EC4;
- (b) No. 3 Thames Valley Park, Reading, Berkshire;
- (c) No. 4 Thames Valley Park, Reading, Berkshire;

Argent Group Developments PLC
Continuation Sheet 3

- (d) No. 3. Brindleyplace, Broad Street, Birmingham;
- (e) No. 4 Brindleyplace, Broad Street, Birmingham;
- (f) the car park at Brindleyplace, Broad Street, Birmingham; and
- (g) the Crescent Theatre and the infrastructure at Brindleyplace, Broad Street, Birmingham.

"Phase Two Borrowing" means each advance by the Banks to the Borrower under the Phase Two Facility.

"Phase Two Facility" means a facility under which the Borrower may request advances up to an aggregate amount of £500,000 in respect of each Phase Two Property including, for the avoidance of doubt, any interest or other amount capitalised under the Credit Agreement.

"Phase Two Properties" means each Property which is not a Phase One Property.

"Project Monitor" means Gardiner Theobald or such other project monitor as may be appointed by the Agent (after consultation with the Banks) with the consent of the Borrower (not to be unreasonably withheld or delayed).

"Property" means each of the following (including, in each case and where the context allows, each building thereon):

- (a) Freehold property known as Suffolk House, Laurence Pountney Hill, London EC4R OEV as shown edged red on the plan attached to the Debenture marked "A" (a copy of which is attached to this Form 395) and being part of the property comprised in land registry title number NGL95424.
- (b) Freehold property being sites 300 and 400 Thames Valley Park, Wokingham, Surrey being part of the land comprised in land registry title numbers BK51051, BK58294, BK258601, BK258809, BK273762 and BK294284 as the same is shown edged red on the plan attached to the Debenture marked "B" (a copy of which is attached to this Form 395) and (in part) provisionally allocated title number BK324695.
- (c) All that leasehold land at Brindleyplace, Broad Street, Birmingham as shown edged red on the plan attached to the Debenture marked "C" (a copy of which is attached to this Form 395) forming part of the land registered at HM Land Registry with title absolute under title number WM491380.

"Shares" means 101,000 ordinary shares of £1 each in the Borrower and any other shares in the Borrower issued to a Chargor at any time.

"Specifications" means, in respect of each Property, those drawings, plans and specifications (including any variation of the same) as approved by the Agent (after consultation with the Project Monitor) in respect of the Development of that Property (such approval not to be unreasonably withheld or delayed).

"Subordination Deed" means the deed of subordination dated 5th January, 1996 between the Borrower, Argent Group PLC and the Agent.

Argent Group Developments PLC
Continuation Sheet 4

"Tranche" means an advance by the Banks to the Borrower under a Loan Facility and does not include the First Borrowing, any Phase One Borrowing or any Phase Two Borrowing.

NB. Please Note

- (1) The security created by the Mortgage of Shares has the benefit of the terms of the Intercreditor Deed.
- (2) The Chargor is restricted from dealing with any asset the subject of security created by the Mortgage of Shares.
- (3) The mortgages, charges and assignments created by the Mortgage of Shares are made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (4) A reference to a Finance Document or another document is a reference to that Finance Document or other document as amended, novated or supplemented.
- (5) A reference to a person includes its successors and assigns.

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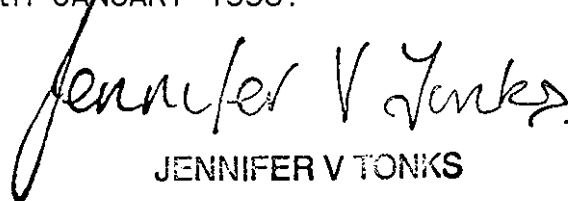
CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00591419

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE OF SHARES DATED THE 5th JANUARY 1996 AND CREATED BY ARGENT GROUP DEVELOPMENTS PLC FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES WHETHER ACTUAL OR CONTINGENT DUE OR TO BECOME DUE FROM ARGENT DEVELOPMENT CONSORTIUM LIMITED AND EACH INVESTOR TO BAYERISCHE HYPOTHEKEN-UND WECHSEL-BANK AKTIENGESELLSCHAFT AS AGENT AND TRUSTEE FOR THE FINANCE PARTIES (AS DEFINED) UNDER EACH FINANCE DOCUMENT (AS DEFINED IN THE CHARGE) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd JANUARY 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th JANUARY 1996.


JENNIFER V TONKS

for the Registrar of Companies

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

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