

# M

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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 £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

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

For official use

Company number

165 498/4 13

395

00849073

Name of company

\* ROYAL BANK OF CANADA TRUST CORPORATION LIMITED (the "Company") as trustee of THE INDUSTRIAL TRUST

Date of creation of the charge

21 December 2007

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

T SUPPLEMENTAL LEGAL MORTGAGE dated 21 December between the Company and the Security Trustee (the "Supplemental Legal Mortgage"), which is supplemental to a debenture dated 4 December 2006 between the Borrower, the entities listed in schedule 1 thereto, and the Security Trustee (the "Debenture")

Amount secured by the mortgage or charge

All money or liabilities due, owing or incurred to any Secured Party by any Chargor or any other Obligor as at 21 December 2007 or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of an Obligor and all losses incurred by any Secured Party in connection therewith (the "Indebtedness")

ON ANY ACC

Continued on Addendum 2/4

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

THE ROYAL BANK OF SCOTLAND PLC, Level 5, 135 Bishopsgate, London, as security trustee for itself and the other Secured Parties (the "Security Trustee")

Postcode EC2M EUR

Presentor's name address and  
reference (if any)

Ashurst  
Broadwalk House  
5 Appold Street  
London  
EC2A 2HA

JTA\ACW\R546 00615\8141390

Time critical reference

For official Use (06/2005)

Mortgage Section

SATURDAY



A41

\*A8RE5VPC\*

22/12/2007

321

COMPANIES HOUSE

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

1 FIXED SECURITY AND ASSIGNMENT

a) The Company (to the extent permitted under applicable law), as continuing security for the payment of the Indebtedness, has charged in favour of the Security Trustee with full title guarantee and by way of first legal mortgage, the Properties together with all buildings and fixtures (including trade fixtures) on the Property provided that (i) on payment or discharge in full of the Indebtedness or (ii) on a disposal of a Property (or the units in the Company) in accordance with clause 22.4 (Disposals) of the Facility Agreement and on a prepayment of the required amount (where relevant) in accordance with clause 7.6 (Mandatory Prepayment - Disposal) of the Facility Agreement, the Security Trustee will at the request and cost of the Company release the relevant Property from the security interests constituted by the Supplemental Legal Mortgage

Continued on Addendum 4/4

Particulars as to commission allowance or discount (note 3)

N/A

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

Signed

*ABMUST LLP*

Date

*21/12/2007*

On behalf of ~~XXXXXXXX~~ [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 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

\* ROYAL BANK OF CANADA TRUST CORPORATION LIMITED (the "Company") as trustee of THE INDUSTRIAL TRUST

## 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)

## NOTE

In this form

"Borrower" means Royal Bank of Canada Trust Corporation Limited (a company incorporated in England & Wales with company number 00849073) as trustee of The Industrial Trust, a UK domiciled property unit trust,

"Chargor" means the Borrower and each of the companies listed in schedule 1 of the Debenture and each company which grants security over its assets in favour of the Security Trustee by executing a Security Accession Deed,

"Facility Agreement" means the facility agreement (as amended from time to time) dated 30 November 2006 under which certain lenders have agreed to make available a loan facility of £230,000,000 to the Company,

"Obligor" means Obligors as defined in the Facility Agreement,

"Property" means the property detailed in schedule 1 of the Supplemental Legal Mortgage, as set out in the Schedule hereto,

"Secured Parties" means the Finance Parties as defined in the Facility Agreement, and "Security Party" shall be construed accordingly, and

"Security Accession Deed" means a deed executed by an acceding company substantially in the form set out in schedule 6 of the Debenture, with those amendments which the Security Trustee may approve or reasonably require

## Addendum 3/4

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

## Addendum 4/4

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

(b) The Company confirms that, as security for the payment of all the Indebtedness

(i) it has charged in favour of the Security Trustee by way of fixed charge the assets relating to the Property and referred to in clause 3 1(b) (Fixed Charges) of the Debenture, and

(ii) it has assigned to the Security Trustee by way of security the assets relating to the Property and referred to in clause 3 3 (Security Assignment) of the Debenture

(c) A reference in the Supplemental Legal Mortgage to a charge of any real property includes

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(i) all buildings and fixtures on that property, and

(ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property or any monies payable in respect of those covenants

SCHEDULE

+ 95

Real Property

The freehold land known as Venus Court, Hardwick Industrial Estate, King's Lynn, Norfolk as the same is edged red on the plan attached to the Supplemental Legal Mortgage, being part of the freehold property registered at the Land Registry with title number NK230762

**FILE COPY**



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

COMPANY No 00849073

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL MORTGAGE DATED THE 21<sup>st</sup> DECEMBER 2007 AND CREATED BY ROYAL BANK OF CANADA TRUST CORPORATION LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGOR OR ANY OTHER OBLIGOR TO ANY SECURED PARTY ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22<sup>nd</sup> DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3<sup>rd</sup> JANUARY 2008



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES