

# M

## 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)

Name of company

\* Stockley Park Consortium Limited (the "Chargor")

Date of creation of the charge

1st July, 1999

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

A Mortgage of Shares entered into between the Chargor and the Bank dated 1st July, 1999 (the "Deed").

Amount secured by the mortgage or charge

All present and future liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to the Bank under each Finance Document except for any obligation which, if it were so included, would result in the Deed contravening Section 151 of the Companies Act 1985 (together the "Secured Liabilities").

The term "Finance Document" includes all amendments and supplements including supplements providing for further advances.

See Continuation Sheet No.1 for further details.

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

Lloyds TSB Bank plc (the "Bank")  
St. George's House, 6-8 Eastcheap, London

Postcode EC3M 1AE

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

Allen & Overy  
One New Change  
London

EC4M 9QQ

Time critical reference

DTJM/PMAL/B1:642342

For official Use  
Mortgage Section

Post room



For official use

Company number

2252848

CHFP025

Please do not write in this margin

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

\*insert full name of Company

Short particulars of all the property mortgaged or charged

Please see Continuation Sheet No.1

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

Allen & Overy

Date

13/7/11

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

A fee of £10 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 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 CF4 3UZ

COMPANY:  
**STOCKLEY PARK CONSORTIUM LIMITED**

REGISTERED NUMBER:  
**2252848**

**CONTINUATION SHEET NO.1**

**SHORT PARTICULARS OF ALL THE  
PROPERTY MORTGAGED OR CHARGED**

1. The Chargor as security for the payment of all the Secured Liabilities and with full title guarantee (subject to the security created pursuant to the Existing Debenture) charges in favour of the Bank:
  - (a) by way of a first legal mortgage or first fixed charge, all the Shares; and
  - (b) by way of a first fixed charge, all Related Rights.

**Note:**

- (a) The Chargor shall not:
  - (i) create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by the Deed or the Existing Debenture; or
  - (ii) sell, transfer or otherwise dispose of, any Security Asset other than as permitted by the Credit Agreement or the Deed; or
  - (iii) take or permit the taking of any action which may result in the rights attaching to any of the Security Assets being altered.
- (b) The Chargor shall pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- (c) The Bank shall perform its obligations under the Credit Agreement (including any obligation to make available further advances).
- (d) If the Bank receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent charge or other interest affecting any Security Asset and/or the proceeds of sale of any Security Asset, the Bank may open a new account with the Chargor. If the Bank does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice. As from that time all payments made to the Bank will be credited or be treated as having been credited to the new account and will not operate to reduce any amount for which this Deed is security.

The following terms when used in this form have the meaning set out below

**"Agreed Form"**

means, with respect to a document, the form of that document initialled for identification by the Borrower and the Bank.

**"Borrower"**

means 5 The Square Limited.

**"Chelsfield"**

means Chelsfield (Stockley Park) Limited (Registered number 2274136).

**"Credit Agreement"**

means the £14,000,000 credit agreement dated 1st July, 1999 between the Bank, the Borrower and the Chargor.

**"Debenture"**

means a debenture executed by the Borrower over all its assets in favour of the Bank, substantially in the Agreed Form.

**"Existing Debenture"**

means the debenture dated 27th October 1993 between the Guarantor and the Mezzanine Lenders pursuant to which the Chargor granted certain mortgages, fixed charges and a floating charge as security for its obligations under the Mezzanine Loan Agreement.

**"Finance Document"**

means the Credit Agreement, each Security Document, the Subordination Deed, the Intercreditor Deed or any other document designated as such by the Bank and the Borrower.

**"Funding Bond"**

means a bond issued, or to be issued, by the Chargor to SKSP or Prudential in respect of the Chargor's liability to pay accrued interest under the Mezzanine Loan Agreement and/or bonds issued or to be issued, by the Chargor to SKSP and/or Prudential and/or Chelsfield in respect of the Chargors liability to pay accrued interest under the Subordinated Loan Stock.

**"Intercreditor Deed"**

means an intercreditor deed entered into or to be entered into between the Chargor as obligor, Chelsfield, SKSP and Prudential as junior creditors (in connection with the Mezzanine Loan Agreement, the Funding Bonds and the Subordinated Loan Stock) and the Bank as senior creditor, substantially in the Agreed Form.

**"Mezzanine Lenders"**

means the lenders for the time being under the Mezzanine Loan Agreement.

**"Mezzanine Loan Agreement"**

means the loan agreement dated 25th July, 1988 between Prudential and SKSP as lenders and the Chargor as borrower originally providing for loans in an aggregate principal amount of £70,000,000 (as supplemented from time to time).

**"Prudential"**

means Prudential Property Investments Limited (Registered number 1863304).

**"Related Rights"**

means any dividend or interest paid or payable in relation to any Shares and any rights, moneys or property accruing or offered at any time in relation to any Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

**"Security Assets"**

means the Shares and all other assets of the Chargor the subject of any security created by the Deed.

**"Security Document"**

means the Deed and the Debenture.

**"Security Interest"**

means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security.

**"Shares"**

means the entire issued share capital of the Borrower.

**"SKSP"**

mean SKSP Limited (Registered number 2262315).

**"Subordinated Loan Stock"**

means the £60,000,000 convertible subordinated floating rate loan stock 2005 of the Chargor constituted by a deed dated 25th July, 1988.

**"Subordination Deed"**

means a subordination agreement entered into or to be entered into in substantially the Agreed Form between the Borrower, the Chargor as junior creditor and the Bank as senior creditor.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02252848

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE OF SHARES DATED THE 1st JULY 1999 AND CREATED BY STOCKLEY PARK CONSORTIUM LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM EACH OBLIGOR (AS DEFINED) TO LLOYDS TSB BANK PLC UNDER EACH FINANCE DOCUMENT (AS DEFINED) ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th JULY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th JULY 1999.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



COMPANIES HOUSE

HC0268

*HC  
Pan*