

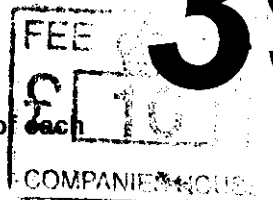
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Particulars of a mortgage or charge

395

CHFP000

A fee of £10 is payable to Companies House in respect of each register entry for the 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

4170097

Name of Company

* Barclays European Infrastructure Limited

Date of creation of the charge

3 May 2002

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

Share Charge dated 3 May 2002 (the "Security Document") between the Company and the Security Trustee (as defined below)

Amount secured by the mortgage or charge

The "Liabilities", which are defined in the Security Document as meaning all present and future moneys, debts and liabilities due, owing or incurred by:

- all monies
- (c)
- (a) the Borrower to any Senior Creditor on any current or other account or otherwise in any manner whatsoever (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise);
 - (b) the Borrower to the Subordinated Shareholder Loan Provider under or pursuant to Subordinated Loan Notes; and
 - (c) each of the Project Companies to the FM Services Providers (i) under or pursuant to the FM Services Sub-Contracts up to the Outstanding Quarterly Deferment Amounts or (ii) in respect of any Notional Deferment Amounts (as defined in the Intercreditor and FM Deferment Agreement) which have been paid by an FM Services Provider and not subsequently released from the FM Margin Lockup Account.

Name and address of the mortgagees or persons entitled to the charge

Barclays Bank plc of 1st Floor, The North Colonnade, Canary Wharf, London as Security Trustee

for the benefit of the Senior Creditors (the "Security Trustee")

Postcode

E14 4BB

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

Linklaters
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 2000

Please return
via
CH London Counter

Ref: BBW

Time critical reference

For official Use
Mortgage Section

Post room

M



LD4
COMPANIES HOUSE

0337
14/05/02

CH London Control
SW
020 7467 1000

(PLEASE SEE ATTACHED CONTINUATION SHEET)

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

W. Walters

Date

14.05.02

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)

Note

[†] 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 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 including 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

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Short particulars of all the property mortgaged or charged

Equitable Charge: The Company, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Security Trustee by way of first fixed charge all present and future Shares and Dividends

Note (1): The Security Document provides that:

- 1 Security:** The Company shall not create or permit to subsist any Security over the Charged Assets except for the Charges
- 2 Disposal:** The Company shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of the Charged Assets save,
 - 2.1.1** in the case of Dividends, as permitted by Clause 4.3 of the Security Document (*Dividends*); or
 - 2.1.2** in the case where the transaction is not prohibited by Clause 18.1.15 (*Change of Ownership*) of the Loan Agreement

In the event of a sale, transfer or otherwise disposal of the Charged Assets permitted by this Clause, the Company shall first procure the transferee to grant a first fixed charge in favour of the Security Trustee in the form and substance as the Security Document

- 3 Reinstatement:** If any payment by the Company or any discharge given by the Security Trustee (whether in respect of the obligations of any person or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:
 - 3.1** the liability of the Company and the Charges shall continue as if the payment, discharge, avoidance or reduction had not occurred and
 - 3.2** the Security Trustee shall be entitled to recover the value or amount of that security or payment from the Company, as if the payment, discharge, avoidance or reduction had not occurred.

Note (2): In this Form, except to the extent that the context requires otherwise:

"Account Bank" means Barclays Bank PLC

"Agent" means Barclays Bank PLC

"Amendment and Restatement Agreement" means the agreement dated 3 May 2002 amending and restating the version of the Loan Agreement dated 29 March 2002

"Assets" of any person means all or any part of its business, undertaking, property, assets, revenues (including any right to receive revenues) and uncalled capital, wherever situated

"Borrower" means Jarvis UPP Holdings Limited

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Document

"Dividends" means all present and future:

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of any of the Shares;

Short particulars of all the property mortgaged or charged

- (b) rights, shares, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of any of the Shares;
- (c) allotments, offers and rights accruing or offered in respect of any of the Shares; and
- (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, any of the Shares

"FM Margin Lockup Account" means the account so designated and maintained pursuant to Clause 21.9 of the Loan Agreement with the account number 50193135

"FM Services Providers" means Jarvis Workspace FM Limited or Jarvis Facilities Limited (as the case may be) or any person from time to time acting as a facilities management provider to any Project Company under a contract replacing any FM Services Sub-contract

"FM Services Sub-Contracts" means the following agreements between each Project Company and the FM Services Provider:

- (a) the Facilities Management Agreement between UPP (Aberdeen) Ltd and Jarvis Workspace FM Limited dated 13 September 2001;
- (b) the Facilities Provision Contract between UPP (Miller Street) B Ltd and Jarvis Workspace FM Limited dated 20 August 2001;
- (c) the Jarvis Facilities Management Contract between UPP (Oxford Brookes) Ltd and Jarvis Workspace FM Limited dated 1 June 2001;
- (d) the Facilities Management Agreement between UPP (RNCM) Ltd and Jarvis Workspace FM Limited dated 1 November 2000;
- (e) the Facilities Provision Contract between UPP (York) Ltd and Jarvis Workspace FM Limited dated 19 February 2001;
- (f) the Facilities Provision Contract between UPP (Reading) Ltd and Jarvis Facilities Limited dated 3 March 2000;
- (g) the Facilities Provision Contract between UPP (Plymouth Two) Ltd and Jarvis Facilities Limited dated 13 March 2000;
- (h) the Facilities Provision Contract between UPP (Plymouth) Ltd and Jarvis Facilities Limited dated 30 October 1998; and
- (i) the Facilities Provision Contract between UPP (Nottingham) Ltd and Jarvis Workspace FM Ltd dated 21 March 2002

"Hedge Counterparty" shall have the meaning in the Intercreditor and FM Deferment Agreement

"Intercreditor and FM Deferment Agreement" means the Intercreditor and FM Deferment Agreement dated 3 May 2002 between the Security Trustee, the Subordinated Creditors (as defined therein) and the Borrower

"Loan Agreement" means the loan agreement dated 29 March 2002 between Jarvis UPP Holdings Limited as borrower, Barclays Capital as Arranger, the Lenders named in that agreement, Barclays Bank Plc as Agent, Security Trustee, Hedging Bank and Account Bank as amended and restated on or about the date of the Security Document

"Lenders" shall have the same meaning as in the Loan Agreement

Short particulars of all the property mortgaged or charged

"Mandated Lead Arranger" means Barclays Capital

"Outstanding Quarterly Deferred Amounts" shall have the meaning in the Intercreditor and FM Deferment Agreement

"Project Companies" means:

UPP (Plymouth) Ltd
 UPP (Plymouth Two) Ltd
 UPP (Reading) Ltd
 UPP (York) Ltd
 UPP (RNCM) Ltd
 UPP (RNCM) Holdings Ltd
 UPP (Oxford Brookes) Ltd
 UPP (Miller Street) A Ltd
 UPP (Miller Street) B Ltd
 UPP (Aberdeen) Ltd
 UPP (Nottingham) Ltd

"Senior Creditors" means the Mandated Lead Arranger, the Agent, the Lenders, the Account Bank, the Security Trustee and the Hedge Counterparties

"Shares" means:

- (a) all present and future shares in Jarvis UPP Holdings Limited, including the shares issued and outstanding at the date of the Security Document described in Schedule 2 (Shares);
- (b) all warrants, options or other rights to subscribe for, purchase or otherwise acquire those shares; and
- (c) all rights relating to any of those shares which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person).

"Subordinated Loan Notes" means the subordinated secured loan notes issued or to be issued by the Borrower to the Subordinated Shareholder Loan Providers pursuant to the terms of the Subordinated Loan Note Instrument and the equity subscription agreement dated on or about the date of the Security Document by the Borrower and its shareholders

"Subordinated Loan Note Instrument" means the subordinated secured loan note instrument entered or to be entered into by the Borrower pursuant to which the Subordinated Loan Notes are to be issued

"Subordinated Shareholder Loan Providers" means each of Barclays Infrastructure Limited, Barclays European Infrastructure Limited and Jarvis plc and any of their respective transferees as permitted

Note (3): The Shares specified in Schedule 2 (Shares) to the Security Document are as follows:

58 'C' Ordinary Shares of £1 each

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04170097

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SHARE CHARGE DATED THE 3rd MAY 2002 AND CREATED BY BARCLAYS EUROPEAN INFRASTRUCTURE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER TO BARCLAYS BANK PLC AS SECURITY TRUSTEE FOR THE BENEFIT OF THE SENIOR CREDITORS (THE SECURITY TRUSTEE) 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 14th MAY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th MAY 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

N.C.
MB