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## 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

\* Burford Euro Nominee 2 Limited (the "Company").

Date of creation of the charge

19 June 2001

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

A debenture dated 19 June 2001 made between (1) the Company and Burford Euro Nominee 1 Limited (incorporated in England and Wales (Registered number 4208973)) and (2) Morgan Stanley Mortgage Servicing Limited (as agent and trustee for the Secured Parties (as defined below)) (the "Debenture").

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 Borrowers or any of them to all or any of the Secured Parties from time to time under each Finance Document (as such terms are defined below) (except for any obligation which, if it were so included, would result in the Debenture contravening Section 151 of the Companies Act 1985) (the "Secured Liabilities").

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

Morgan Stanley Mortgage Servicing Limited of 25 Cabot Square, Canary Wharf, London as agent and trustee for the Secured Parties (the "Security Trustee").

Postcode E14 4QA

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

Denton Wilde Sapte  
One Fleet Place  
London  
EC4M 7WS

IDF/53870.00060/5296069.01

Time critical reference

For official Use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1 Creation of legal mortgages

The Company, as security for the payment of all the Secured Liabilities and to the full extent of the Company's interest in the same, charged in favour of the Security Trustee by way of a first legal mortgage:-

- (a) the Property (as defined below); and
- (b) all estates or interests in any freehold or leasehold property (except any Security Assets (as defined below) specified in paragraph 2.1(a) of the Debenture) as at 19 June 2001 or thereafter belonging to the Company.

CONTINUED .../DWSLIB5296069.01

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

*Denton Wilde Sapte*

Date 27 June 2001

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 CF14 3UZ

Company Number

4209152

Name of company

Burford Euro Nominee 2 Limited

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

## 2 Creation of fixed security

The Company, as security for the payment of all the Secured Liabilities and to the full extent of the Company's interest in the same, charged in favour of the Security Trustee by way of a first fixed charge:-

- (a) (to the extent that they are not the subject of a mortgage under Clause 2.1 of the Debenture) all estates or interests in any freehold or leasehold property as at 19 June 2001 or thereafter belonging to the Company;
- (b) all plant and machinery owned by the Company and its interests in any plant or machinery in its possession;
- (c) the Company's interest in all moneys standing to the credit of any account (including, without limitation, the Accounts (as defined below)) with any person and the debts represented by them;
- (d) all benefits in respect of the Insurances (as defined below) and all claims and returns of premiums in respect of them;
- (e) all of the Company's book and other debts, the proceeds of the same and all other moneys due and owing to the Company and the benefit of all rights, securities and guarantees of any nature enjoyed or held by the Company in relation to any of the foregoing;
- (f) its goodwill;
- (g) all stocks, shares, debentures, bonds, notes and loan capital of:
- (i) any Subsidiary (as defined below); and
- (ii) any other body corporate

and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which now or hereafter belong to the Company, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;

- (h) the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Security Asset specified in any other sub-paragraph in Clause 2.2 of the Debenture and the right to recover and receive all compensation which may be payable to the Company in respect of them;
- (i) its uncalled capital;
- (j) its rights under any appointment of a managing agent of the Property; and
- (k) its rights under the agreement or agreements relating to the purchase of the Property by the Company.

## 3 Creation of floating charge

Company Number

4209152

Name of company

Burford Euro Nominee 2 Limited

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

The Company, as security for the payment of all of the Secured Liabilities, charged in favour of the Security Trustee by way of a first floating charge all its respective assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage or charge or assignment by Clause 2 of the Debenture.

4 Miscellaneous

A reference in the Debenture to a charge or mortgage of any freehold or leasehold property includes:-

- (a) all buildings and fixtures on that property in which the Company has an interest;
- (b) the proceeds of sale of any part of that property; and
- (c) 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 moneys paid or payable in respect of those covenants.

Continuation Sheet No 3

Company Number

4209152

Name of company

Burford Euro Nominee 2 Limited

Notes

The Company agreed that it will not:-

- (a) create or permit to subsist any Security Interest (as defined below) on any Security Asset other than any Security Interest created by the Debenture or any Security Interest permitted by the terms of any Finance Document; or
- (b) save as permitted by the terms of any Finance Document, sell, transfer, grant, lease or otherwise dispose of any Security Asset or permit the same to occur, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under Clause 3.1 of the Debenture.

Company Number

4209152

Name of company

Burford Euro Nominee 2 Limited

## Definitions

**"Accounts Trustees"** means Burford (Fareham) Limited and/or any other Borrower with the prior written consent of the Lender who shall hold the Rent Account, the Amortisation Reserve Account and the Sales Account as trustee for and on behalf of the Borrowers.

**"Accounts"** means the Rent Account, the Sales Account and the Amortisation Reserve Account together with any other accounts opened by or on behalf of the Accounts Trustee on behalf of the Borrowers pursuant to the Credit Agreement.

**"Amortisation Reserve Account"** means the interest bearing deposit account maintained by the Accounts Trustee with The Bank of Scotland pursuant to Clause 11 of the Credit Agreement.

**"Barclays Side Letter"** means the letter dated on or about the date of the Credit Agreement relating to the Barclays Swap and made between Burford (Fareham) Limited and the Security Trustee.

**"Barclays Swap"** means the interest rate protection agreement dated 11 April 2000 and made between Barclays Bank plc and Burford (Fareham) Limited.

**"Borrower's Agents"** means Burford (Fareham) Limited and Burford Fishergate Limited.

**"Borrowers"** has the meaning given to that term in the Credit Agreement.

**"Credit Agreement"** means the £181,850,000 loan agreement dated on or about the date of the Debenture made between MSDWBL (1), MSDWPFI (2) the Security Trustee (3) and the Borrowers (4).

**"Finance Document"** means each and all of the Credit Agreement, the Barclays Side Letter and the Security Documents and any other document designated as such by the Security Trustee and each of the Borrowers' Agents.

**"Insurances"** means all contracts and policies of insurance taken out by or on behalf of the Company or (to the extent of its interest) in which the Company has an interest.

**"Lenders"** means MSDWPFI and MSDWBL.

**"MSDWBL"** means Morgan Stanley Dean Witter Bank Limited (incorporated in England and Wales with registered number 03722571) of 25 Cabot Square, Canary Wharf, London E14 4QA) in its capacity as a lender pursuant to the Credit Agreement.

**"MSDWPFI"** means Morgan Stanley Dean Witter Principal Funding Inc. of 1585 Broadway, New York, NY 10036 (incorporated in New York, U.S.A.) in its capacity as lender pursuant to the Credit Agreement.

**"Property"** means the freehold and/or leasehold property or properties known as Euro Retail Park, Ipswich and as are more particularly described in Schedule 1 to the Debenture and set out for reference in the Schedule to this Form 395.

**"Rent Account"** means the rent account opened and maintained by the Accounts Trustee with The Bank of Scotland pursuant to Clause 11 of the Credit Agreement.

Company Number

4209152

Name of company

Burford Euro Nominee 2 Limited

Definitions

**"Secured Parties"** means the Lenders and the Security Trustee and any other party having the benefit of any Security Interest created under any Security Document and designated in writing as a Secured Party from time to time by MSDWPFI or MSDWBL and their respective successors and assigns permitted under the Finance Documents.

**"Security Assets"** means all assets of the Company the subject of any security created by the Debenture.

**"Security Document"** has the meaning given to that term in the Credit Agreement.

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

**"Subsidiary"** means a subsidiary within the meaning of Section 736 of the Companies Act 1985 as amended by Section 144 of the Companies Act 1989.

Continuation Sheet No 6

Company Number

4209152

Name of company

Burford Euro Nominee 2 Limited

**SCHEDULE**

**Properties**

All that freehold property known as Euro Retail Park, Ransomes Way, Ipswich, Suffolk as is registered at H.M. Land Registry with title number SK 149806.



FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04209152

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE MADE BETWEEN (1) BURFORD EURO NOMINEE 1 LIMITED AND BURFORD EURO NOMINEE 2 LIMITED AND (2) MORGAN STANLEY MORTGAGE SERVICING LIMITED AS AGENT AND TRUSTEE FOR THE SECURED PARTIES DATED THE 19th JUNE 2001 AND CREATED BY BURFORD EURO NOMINEE 2 LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES OF THE BORROWERS OR ANY OF THEM TO ALL OR ANY OF THE SECURED PARTIES FROM TIME TO TIME UNDER EACH FINANCE DOCUMENT (ALL TERMS AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th JUNE 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd JULY 2001.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

LC  
MB