

# M

CHFP025

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legibly, preferably  
in black type, or  
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\*insert full name  
of Company

COMPANIES FORM No. 395

N16 180 x 18 146079

## Particulars of a mortgage or charge

# 395

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)

For official use

Company number



04312234

Name of company

\* Biopark Limited (the "**Chargor**")

Date of creation of the charge

21st February, 2002

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

Security Agreement dated 21st February, 2002 between, among others, the  
Chargor and the Agent (the "**Deed**").

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 each Obligor to any Finance Party under each  
Finance Document except for any obligation which, if it were so  
included, would result in this Deed contravening Section 151 of the  
Companies Act 1985 (the "**Secured Liabilities**"). The term "**Finance  
Document**" includes all amendments and supplements including supplements  
providing for further advances.

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

Bayerische Hypo- und Vereinsbank Aktiengesellschaft, London Branch (the  
"**Agent**").

110 Cannon Street  
London

Postcode EC4N 6EW

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

Allen & Overy  
One New Change  
EC4M 9QQ

ELES/939388.1

Time critical reference

For official Use  
Mortgage Section

Post room



LD2  
COMPANIES HOUSE

\*L6N218T1\*

0248  
04/03/02

Short particulars of all the property mortgaged or charged

See Continuation Sheet.

Please do not  
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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

01.03.02

On behalf of ~~XXXXXX~~ [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

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

**1. Fixed Security**

To the extent of its interest (whether joint or several, legal or beneficial), the Chargor as security for the payment of all the Secured Liabilities, charges in favour of the Agent:

- (a) by way of a first legal mortgage:
  - (i) all the property specified in the Schedule to this Form 395; and
  - (ii) all estates or interests in any freehold or leasehold property (except any Security Assets specified in sub-paragraph (a)(i) above) now or hereafter belonging to it; and
- (b) by way of a first fixed charge:
  - (i) (to the extent that they are not the subject of an effective mortgage under paragraph (a)(i) above) all estates or interests in any freehold or leasehold property now or hereafter belonging to it;
  - (ii) all plant and machinery owned by it and its interest in any plant or machinery in its possession;
  - (iii) all moneys standing to the credit of any account (including, without limitation, any Account) with any person and the debts represented by them;
  - (iv) all benefits in respect of the Insurances and all claims and returns of premiums in respect of them;
  - (v) all of its book and other debts, the proceeds of the same and all other moneys due and owing to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
  - (vi) (to the extent they are not subject to an effective assignment under Clause 3.2 (Assignment)) of the Deed all its rights under each Occupational Lease;
  - (vii) its rights under the appointment of any managing agent of the Mortgaged Property;
  - (viii) its rights under any agreement relating to the purchase of each Mortgaged Property;
  - (ix) its rights under any Construction Contract;
  - (x) its rights under any Transaction Document;
  - (xi) (to the extent they are not subject to an effective assignment under Clause 3.2 (Assignment)) of the Deed all its rights under any Hedging Arrangements;
  - (xii) its uncalled capital;
  - (xiii) its goodwill;

- (xiv) all Shares held by it and/or any nominee on its behalf and all Related Rights;
- (xv) the benefit of all licences, consents and authorizations (statutory or otherwise) held in connection with its business or the use of any Security Asset specified in any other sub-paragraph in Clause 3(b) of the Deed and the right to recover and receive all compensation which may be payable to it in respect of them;
- (xvi) any beneficial interest, claim or entitlement of the Chargor in any pension fund; and
- (xvii) all other assets in respect of the Mortgaged Property.

## 2. Assignment

To the extent of its interest, (whether joint, several, legal or beneficial), the Chargor assigns absolutely to the Agent by way of security:

- (a) all Rental Income save insofar as assigned in an Assignment of Rent;
- (b) any guarantee of Rental Income contained in or relating to any Occupational Lease save insofar as assigned in an Assignment of Rent; and
- (c) all its rights under any Hedging Arrangements.

## 3. Floating Charge

The Chargor, as security for the payment of all of the Secured Liabilities, charges in favour of the Agent by way of a first floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by Clause 3 (Fixed Security) of the Deed and, in the case of any asset situated in Scotland or Northern Ireland, whether or not so effectively mortgaged, charged or assigned.

**NB:**

### (1) The Chargor shall not:

- (a) create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by the Deed or permitted under clause 17.8 (Negative pledge) of the Credit Agreement; or
- (b) sell, transfer, grant, or, subject to clause 17.10 (Disposals and substitution) of the Credit Agreement and clause 18.2 (Occupational Leases) of the Credit Agreement, 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 4.1 (Creation of floating charge) of the Deed.

### (2) The Agent may by notice to the Chargor convert the floating charge created by the Deed into a fixed charge as regards all or any of the Chargor's assets specified in the notice if:

- (a) an Event of Default is outstanding and which, if capable of remedy, has not been remedied or has not been waived by the Agent in accordance with the terms of the Credit Agreement; or

- (b) the Agent has reasonable grounds for considering those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or otherwise to be in jeopardy.
- (3) (a) A reference in this Form 395 to a charge or mortgage of any freehold or leasehold property includes:
  - (i) all buildings and Fixtures on that property;
  - (ii) the proceeds of sale of any part of that property; and
  - (iii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.
- (b) Without prejudice to Clause 3.1(b)(v) (Creation of fixed security) of the Deed, if pursuant to clause 11 (Bank Accounts) of the Credit Agreement, the Chargor is entitled to withdraw the proceeds of any book and other debts standing to the credit of an Account and, as a result, those proceeds are in any way released from the fixed charge created pursuant to Clause 3.1(b)(v) (Creation of fixed security) of the Deed and Clause 3.2 (Assignment) of the Deed and stand subject to the fixed charge created pursuant to Clause 3.1(b)(iii) (Creation of fixed security) of the Deed or the floating charge created pursuant to Clause 4.1 (Creation of floating charge) of the Deed, the release will in no way derogate from the subsistence and continuance of the fixed charge on all other outstanding book and other debts of the Chargor and the proceeds of those debts.

**In this form 395:**

**"Accession Deed"**

means the deed substantially in the form of Part II of Schedule 5 of the Credit Agreement.

**"Account"**

means the Rent Account, the Tax Deposit Account, the General Account, the Shortfall Deposit Account or the Substitution Account.

**"Acquisition Contract"**

means (as the context requires):

- (a) the contract relating to the acquisition of the whole of the issued and allotted share capital of each of The Airedale Centre (Keighley) Limited and The Airedale Centre (No. 2) (Keighley) Limited dated 23rd January, 2002 between the Borrower, Ravenseft Properties Limited and Land Securities Properties Limited;
- (b) the contract relating to the acquisition of the whole of the issued and allotted share capital of each of Saddlers Centre (Walsall) (No. 1) Limited and Saddlers Centre (Walsall) (No. 2) Limited dated 23rd January, 2002 between the Borrower, The City of London Real Property Company Limited and Land Securities Properties Limited;

- (c) the contract relating to the acquisition of the whole of the issued and allotted share capital of each of Tower Centre (Ballymena) (No. 1) Limited and Tower Centre (Ballymena) (No. 2) Limited dated 23rd January, 2002 between the Borrower, The City of London Real Property Company Limited and Land Securities Properties Limited;
- (d) the contract relating to the acquisition of the whole of the issued and allotted share capital of each of Ards Shopping Centre (Newtonards) Limited and Ards Shopping Centre (Newtonards) (No. 2) Limited dated 23rd January, 2002 between the Borrower, Ravenseft Properties Limited and Land Securities Properties Limited;
- (e) the contract relating to the acquisition of the whole of the issued and allotted share capital of each of Rivergate (Irvine) Limited, Rivergate (Irvine) (No. 2) Limited, Cunninghame House Limited, Cunninghame House (No. 2) Limited, Rivergate (Irvine) (No. 3) Limited, Rivergate (Irvine) (No. 4) Limited, Cunninghame House (No. 3) Limited and Cunninghame House (No. 4) Limited of dated 23rd January, 2002 between the Borrower, Ravenseft Properties Limited and Land Securities Properties Limited;
- (f) the contract relating to the sale and purchase of the Property known as the Airedale Centre, Keighley, England, dated 23rd January, 2002 between The Airedale Centre (Keighley) Limited and The Airedale Centre (No. 2) (Keighley) Limited, Ravenseft Properties Limited, the Borrower and Land Securities Properties Limited;
- (g) the contract relating to the sale and purchase of the Property known as the Rivergate Centre and Cunninghame House, Irvine, Scotland, dated 23rd January, 2002 between Murrayfield Real Estate (Second Dundee) Limited, Rivergate (Irvine) Limited, Rivergate (Irvine) (No. 2) Limited, Cunninghame House Limited, Cunninghame House (No. 2) Limited, Rivergate (Irvine) (No. 3) Limited, Rivergate (Irvine) (No. 4) Limited, Cunninghame House (No. 3) Limited and Cunninghame House (No. 4) Limited, Ravenseft Properties Limited and the Borrower;
- (h) the contract relating to the sale and purchase of the Property known as the Tower Centre, Ballymena, Northern Ireland, dated 23rd January, 2002 between Tower Centre (Ballymena) (No. 1) Limited and Tower Centre (Ballymena) (No. 2) Limited, Ravenseft Properties Limited, the Borrower and Land Securities Properties Limited;
- (i) the contract relating to the sale and purchase of the Property known as the Ards Centre, Newtownards, Northern Ireland, dated 23rd January, 2002 between Ards Shopping Centre (Newtonards) Limited and Ards Shopping Centre (Newtonards) (No.2) Limited, Ravenseft Properties Limited, the Borrower and Land Securities Properties Limited;
- (j) the contract relating to the sale and purchase of the Property known as The Strand Centre, Bootle, England, dated 23rd January, 2002 between Ravenseft Properties Limited, the Chargor and Biopark Limited, Land Securities Properties Limited and the Borrower;
- (k) the contract relating to the sale and purchase of the Property known as the Saddlers Centre, Walsall, England, dated 23rd January, 2002 between Saddlers Centre (Walsall) (No. 1) and Saddlers Centre (Walsall) (No. 2) Limited, Ravenseft Properties Limited, the Borrower and Land Securities Properties Limited; or
- (l) a contract relating to the sale and purchase of an Additional Property.

**"Additional Guarantor"**

means a company listed in Part II of Schedule 1 of the Credit Agreement.

**"Additional Property"**

means a property purchased by one or more Obligors in accordance with Clause 17.10 (Disposals and substitution) of the Credit Agreement.

**"Arranger"**

means HVB Real Estate Capital Limited.

**"Assignment of Rent"**

means:

- (a) an assignment of rent entered into or to be entered into by Rivergate (Irvine) Limited, Rivergate (Irvine) (No. 2) Limited, Rivergate (Irvine) (No. 3) Limited, Rivergate (Irvine) (No. 4) Limited and the Borrower in favour of the Agent;
- (b) an assignment of rent entered into or to be entered into by Cunninghame House Limited, Cunninghame House (No. 2) Limited, Cunninghame House (No. 3) Limited, Cunninghame House (No. 4) Limited and the Borrower in favour of the Agent; or
- (c) an assignment of rent entered into or to be entered into by the Borrower and certain Guarantors in favour of the Agent in respect of rent from an Additional Property situated in Scotland.

**"Assignment in Security"**

means an assignment in security entered into or to be entered into by the Borrower in favour of the Agent.

**"Bank"**

means a Senior Bank or a Mezzanine Bank.

**"Borrower"**

means Unicycle L.P. (registered as a Delaware limited partnership whose registered office in the State of Delaware is at c/o RL&F Service Corp, One Rodney Square, 10th Floor, Tenth and King Streets, Wilmington, County of New Castle, Delaware 19801, USA).

**"Construction Contract"**

means a building contract or a consultant appointment together with all guarantees, collateral warranties and certificates of practical completion and making good of defects and pre-purchase surveys conducted under a consultant appointment in respect of any Property, including all documents referred to therein.

**"Counterparty"**

means Bayerische Hypo-und Vereinsbank Aktiengesellschaft, London Branch.

**"Credit Agreement"**

means the £200,000,000 senior term loan facility and £33,000,000 mezzanine term loan facility agreement dated 19th February, 2002 between (among others) the Chargor and the Agent.

**"Declaration of Trust"**

means:

- (a) the declaration of trust dated 24th January, 2002 between the Chargor and Bioport Limited (1) and the Borrower (2);
- (b) the declaration of trust dated on or about the date of the Credit Agreement between Rivergate (Irvine) Limited and Rivergate (Irvine) (No. 2) Limited (1) and the Borrower (2);
- (c) the declaration of trust dated on or about the date of the Agreement between Cunninghame House Limited and Cunninghame House (No. 2) Limited (1) and the Borrower (2);
- (d) the declaration of trust dated on or about the date of the Credit Agreement between Rivergate (Irvine) (No. 3) Limited and Rivergate (Irvine) (No. 4) Limited (1) and the Borrower (2); or
- (e) the declaration of trust dated on or about the date of the Credit Agreement between Cunninghame House (No. 3) Limited and Cunninghame House (No. 4) Limited (1) and the Borrower (2).

**"Fee Letter"**

means the Senior Fee Letter or the Mezzanine Fee Letter.

**"Finance Document"**

means:

- (a) the Credit Agreement;
- (b) a Security Document;
- (c) any Hedging Arrangement;
- (d) a Fee Letter;
- (e) a Novation Certificate;
- (f) an Accession Deed; or

any other document designated as such by the Agent and the Borrower.



**"Finance Party"**

means the Arranger, a Bank, a Counterparty or the Agent.

**"Fixtures"**

means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on the Mortgaged Property.

**"Further Guarantor"**

means an Additional Guarantor or any other Subsidiary of the Borrower which accedes to the Credit Agreement pursuant to Clause 27.5 (Accession and release of Guarantors) of the Credit Agreement.

**"General Account"**

means the account referred to in Clause 11.1(b) (Designation of Accounts) of the Credit Agreement.

**"Guarantor"**

means an Original Guarantor or from the date on which a Further Guarantor accedes to the Credit Agreement pursuant to Clause 27.5 (Accession and release of Guarantors) of the Credit Agreement, that Further Guarantor.

**"Hedging Arrangements"**

means any interest hedging arrangements entered into by the Borrower in connection with interest payable under the Credit Agreement.

**"Insurances"**

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

**"Mezzanine Banks"**

The financial institutions listed in Part IV of Schedule 1 of the Credit Agreement.

**"Mezzanine Fee Letter"**

means the letter dated the date of the Credit Agreement designated as such between the Arranger, the Agent and the Borrower setting out the amount of various fees payable to the Arranger under Clause 21 (Fees) of the Credit Agreement.

**"Mortgaged Property"**

means any freehold or leasehold property the subject of the security created by the Deed.

**"Northern Irish Security Agreement"**

means:

- (a) a security agreement governed by Northern Irish law entered into or to be entered into by Tower Centre (Ballymena) (No. 1) Limited, Tower Centre (Ballymena) (No. 2) Limited and

the Borrower in favour of the Agent in respect of the Property known as the Tower Centre, Ballymena, Northern Ireland;

- (b) a security agreement governed by Northern Irish law entered into or to be entered into by Ards Shopping Centre (Newtonards) Limited, Ards Shopping Centre (Newtonards) (No. 2) Limited and the Borrower in favour of the Agent in respect of the Property known as the Ards Centre, Newtownards, Northern Ireland; or
- (c) a security agreement governed by Northern Irish law entered into or to be entered into by the Borrower and certain Guarantors in favour of the Agent in respect of any Additional Property situated in Northern Ireland.

**"Novation Certificate"**

has the meaning given to it in Clause 27.3 (Procedure for novations) of the Credit Agreement.

**"Obligor"**

means the Borrower or a Guarantor.

**"Original Guarantors"**

means the companies listed in Part I of Schedule 1 of the Credit Agreement.

**"Property"**

means, subject to Clause 17.10 (Disposals and substitution) of the Credit Agreement:

- (a) the Tower Centre, Ballymena, Northern Ireland;
- (b) the Rivergate Centre and Cunninghame House, Irvine, Scotland;
- (c) the Airedale Centre, Keighley, England;
- (d) the Ards Centre, Newtownards, Northern Ireland;
- (e) the Strand Centre, Bootle, England;
- (f) the Saddlers Centre, Walsall, England; or
- (g) an Additional Property,

in each case, as more particularly described in the relevant Security Document and, where the context so requires, means any building on that property.

**"Occupational Lease"**

means any occupational lease or licence or other right of occupation to which a Property may be subject from time to time.

**"Related Rights"**

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

**"Rent Account"**

means the account referred to in Clause 11.1(a) (Designation of Accounts) of the Credit Agreement.

**"Rental Income"**

means the aggregate of all amounts payable to or for the account of the Chargor in connection with the letting of all or part of each Property (other than monies received by the Chargor in respect of a period prior to the completion of the acquisition of a Property for the account of a party other than the Chargor in accordance with the provisions contained in the relevant Acquisition Contract), including (but, without duplication nor double-counting, not limited to) each of the following amounts:

- (a) rent (and any amount equivalent to rent) payable (including income payable in respect of car parking facilities in any Property);
- (b) any increase of rent payable by virtue of an offer falling within the proviso of Section 3(1) of the Landlord and Tenant Act 1927 or any comparable provision under Northern Irish legislation in respect of a Property situated in Northern Ireland;
- (c) any rent payable by virtue of a determination made by the Court under Section 24(A) of the Landlord and Tenant Act 1954 or any comparable provision under Northern Irish legislation in respect of a Property situated in Northern Ireland;
- (d) any sum received from any deposit held as security for performance of any tenant's obligations;
- (e) any other moneys payable in respect of occupation and/or usage of any Property and every fixture and fitting in any Property and any fixture on any Property for display or advertisement, on licence or otherwise;
- (f) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same;
- (g) any damages, compensation, settlement or expenses for or representing loss of rent or interest on rent awarded or agreed to be payable as a result of any proceedings taken or claim made for the same less any fees and expenses paid (which have not been reimbursed to, and are not recoverable by, such Obligor) in furtherance of the proceedings or claim;
- (h) any moneys payable under any policy of insurance in respect of loss of rent or interest on rent;
- (i) any sum payable, or the value of any consideration to be given, by or on behalf of a tenant for the surrender or variation of any Occupational Lease or occupancy agreement;
- (j) any sum payable by any guarantor of any occupational tenant pursuant to or under any Occupational Lease; and

- (k) any interest payable on and, any damages, compensation or settlement payable in respect of, any sum referred to above.

**"Security Agreement"**

means:

- (a) the Deed;
- (b) a security agreement entered into or to be entered into by Saddlers Centre (Walsall) (No. 1) Limited, Saddlers Centre (Walsall) (No. 2) Limited) and the Borrower in favour of the Agent; or
- (c) a security agreement entered into or to be entered into by a Further Guarantor (other than an Additional Guarantor) and the Borrower in favour of the Agent,

in each case, substantially in the form of Schedule 6 of the Credit Agreement.

**"Security Assets"**

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

**"Security Document"**

means:

- (a) a Security Agreement;
- (b) a Standard Security;
- (c) an Assignment of Rent;
- (d) a Northern Irish Security Agreement;
- (e) an Assignment in Security;
- (f) a Supplemental Security Agreement; or

any other document designated as such by the Agent and the Borrower.

**"Senior Banks"**

The financial institutions listed in Part III of Schedule 1 of the Credit Agreement.

**"Senior Fee Letter"**

means the letter dated the date of the Credit Agreement and designated as such between the Arranger, the Agent and the Borrower setting out the amount of various fees referred to in Clause 21 (Fees) of the Credit Agreement.

**"Shares"**

means the Chargor's interests in any shares in the share capital of any entity.

**"Shortfall Deposit Account"**

means the account referred to in Clause 11.1(d) (Designation of Accounts) of the Credit Agreement.

**"Standard Security"**

means:

- (a) a standard security entered into or to be entered into by Rivergate (Irvine) Limited, Rivergate (Irvine) (No. 2) Limited and the Borrower in favour of the Agent;
- (b) a standard security entered into or to be entered into by Cunninghame House Limited, Cunninghame House (No. 2) Limited and the Borrower in favour of the Agent;
- (c) a standard security entered into or to be entered into by Rivergate (Irvine) (No. 3) Limited, Rivergate (Irvine) (No. 4) Limited and the Borrower in favour of the Agent;
- (d) a standard security entered into or to be entered into by Cunninghame House (No. 3) Limited, Cunninghame House (No. 4) Limited and the Borrower in favour of the Agent;
- (e) a standard security entered into or to be entered into by the Borrower and certain Guarantors in favour of the Agent in respect of an Additional Property situated in Scotland.

**"Subsidiary"**

means:

- (a) a subsidiary within the meaning of Section 736 of the Companies Act 1985; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985.

**"Substitution Account"**

means the account referred to in Clause 11.1(e) (Designation of Accounts) of the Credit Agreement.

**"Supplemental Security Agreement"**

means:

- (a) a supplemental security agreement entered into or to be entered into by the Chargor, Bioport Limited and the Borrower in favour of the Agent in relation to the Property known as The Strand Centre, Bootle, England; or
- (d) a supplemental security agreement entered into or to be entered into by one or more Obligors in favour of the Agent in relation to an Additional Property situated in England.

**"Tax Deposit Account"**

means the account referred to in Clause 11.1(c) (Designation of Accounts) of the Credit Agreement.

**"Transaction Document"**

means an Acquisition Contract (and any document entered into pursuant thereto) or a Declaration of Trust.

**SCHEDULE**  
**REAL PROPERTY**

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04312234

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 21st FEBRUARY 2002 AND CREATED BY BIOPARK LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM EACH OBLIGOR (AS DEFINED) TO BAYERISCHE HYPO- UND VEREINSBANK AKTIENGESSELLSCHAFT, LONDON BRANCH (THE "AGENT") AS AGENT AND TRUSTEE FOR THE FINANCE PARTIES (AS DEFINED) ON ANY ACCOUNT WHATSOEVER 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 4th MARCH 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th MARCH 2002.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —

5/11/02