

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

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

\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[0][1][1][1]

5507172

201125/391

Name of company

\* Berkshire GP Limited (the "Company")

Date of creation of the charge

14 October 2005

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

Composite Debenture made between the Borrower (1) the Company (2) the Chargors (3) and the Agent (4) (the "Composite Debenture")

Amount secured by the mortgage or charge

All and any moneys, obligations and liabilities now or in the future due owing or incurred by each Obligor (including the Company) to the Finance Parties in whatever currency denominated whether actually or contingently and whether alone or jointly with any other person and whether as principal or surety under the Finance Documents including all interest, commissions, fees and all legal and other costs, charges and expenses which any Finance Party may charge any Obligor or incur under any Finance Document (the "Secured Liabilities").

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

Nationwide Building Society (the "Agent") of Kings Park Road, Moulton, Northampton

Postcode NN3 6NW

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

K&LNG LLP  
110 Cannon Street  
London  
EC4N 6AR

GJL/6006437.0153/GP

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room



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 **KALNG LLP.**

Date **18** October 2005

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

A fee 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 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

**Berkshire GP Limited (Company Number: 5507172)**

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

- (a) to the extent its interest is a legal interest, by way of first legal mortgage and, to the extent its interest is a beneficial interest, by way of first fixed charge:
  - (i) the property described in Schedule 1 (Real Property) hereto; and
  - (ii) all other estates or interest in any freehold or leasehold property now belonging to it whether or not the title is registered at the Land Registry;
- (b) by way of first fixed charge:
  - (i) (to the extent that they are not the subject of a mortgage or fixed charge under paragraph (a) above) all estates or interests in any freehold and leasehold property belonging to it from time to time;
  - (ii) ☒ all buildings and fixtures (including trade and tenant's fixtures belonging to it) now and in the future on any Real Property and all plant and machinery now and in the future annexed to any Real Property;
  - (iii) all other interests now and in the future belonging to it in or over land or the proceeds of sale of land and all licences now or in the future held by it to enter upon or use land;
  - (iv) the benefit of all other agreements relating to land to which it is or may become a party or otherwise entitled;
  - (v) all its right to and interest in any proceeds of sale of the whole or any part of the Charged Property (including, without limitation, any compensation received by it as a result of any notice or order referred to in Clause 5.8(d) (Notices) of the Composite Debenture which may at any time be held or received by it or anybody else on its behalf);
  - (vi) the Deposit;
  - (vii) all claims it may have in relation to moneys (and interest) from time to time standing to the credit of any of its present and future accounts with any bank, financial institution or other person (including the Accounts) and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
  - (viii) ☒ all its book debts and other debts and prepayments existing now or in the future and whether payable now or in the future and all its rights and claims against third parties existing now or in the future and capable of being satisfied by the payment of money;
  - (ix) the Scheduled Securities;

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- (x) all its goodwill and uncalled capital from time to time;
- (xi) rights to recover any VAT on any supplies made to it relating to the Charged Property and any sums so received;
- (c) by way of assignment:
  - (i) its interests in the Rental Income;
  - (ii) all its right, title and interest in and to all payments made under all present and future insurance policies in respect of the Charged Property;
  - (iii) all rights and claims to which it is now or may in the future become entitled in relation to the Real Property including, without limitation, all rights and claims it may have from time to time against persons who now are, have been or may become lessees, tenants, sub-lessees, sub-tenants, licensees or occupiers of the Real Property and all guarantors and sureties for the obligations of such persons and any security taken from any such persons;
  - (iv) all rights under any agreement or arrangement (including any Hedging Arrangement) it may enter into now or in the future with any person for the purpose of or in connection with the fixing, capping or hedging of the rate of interest payable by it in respect of any borrowing or indebtedness and any right or option to enter into any such agreement or arrangement;
  - (v) all its Intellectual Property;
  - (vi) all of its present and future rights, title and interest in and to each of the Transaction Documents and all sums which shall from time to time become payable to it by any party under such documents or any provisions thereof and all its rights arising out of or in connection with any breach or default by any party such documents of or under any of the terms, obligations, covenants, undertakings or condition of those documents;
  - (vii) to the extent the same are capable of assignment and are not otherwise charged or assigned by the foregoing provisions of Clause 3.1 (Fixed and floating charges) of the Composite Debenture:
    - (A) the benefit of all rights and claims to which it is now or may in the future become entitled under all present and future building contracts relating to the Real Property and all guarantees, warranties and representations given or made by and any rights and remedies against all or any building contractors at any time engaged in relation to the Real Property together with the benefit of all sums recovered in any proceedings against all or any such persons;
    - (B) the benefit of all appointments, contracts, guarantees, representations, warranties and undertakings given or made by and any rights or remedies against all or any professional advisers now or at any time engaged by it in relation to the Charged Property and the

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manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in or on the buildings erected or to be erected on the Charged Property and any other person, firm or company now or from time to time under contract with it or under a duty to it (including, without limitation, direct warranties between it and any sub-contractor and the benefit of any performance bond or a bond of any other form or content and/or any parent company guarantee or guarantees) together with benefit of all sums recovered in any proceedings against all or any of such persons; and

by way of floating charge, its undertaking and all other property, assets and rights not effectively charged by Clause 3.1 of the Composite Debenture both present and future (including but not limited to its stock in trade and its heritable and other property, assets and rights in Scotland) (and paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to the floating charge so created).

**Note, inter alia:****1. Priority**

The security created by the Composite Debenture:

- (a) is created in favour of the Agent as agent and security trustee for the Finance Parties;
- (b) ranks as first charges, mortgages and assignments; and
- (c) is given with full title guarantee.

**1.3 Negative pledge**

- (a) No Obligor shall without the prior written consent of the Agent, other than in accordance with the Facility Agreement, create or permit to subsist or arise any Security on the Charged Property.
- (b) Subject to paragraph (a) above, any Security on the Charged Property created in the future by an Obligor (otherwise than in favour of the Agent) shall be expressed to be subject to the Composite Debenture.

**1.4 Powers of leasing**

- (a) No Obligor shall, other than as permitted in the Facility Agreement, exercise any of the powers of leasing or of accepting surrenders of leases conferred by Sections 99 and 100 of the Act or by common law or vary any lease or tenancy agreement or reduce any sum payable under the same.
- (b) The Agent shall be entitled to grant or agree to grant or vary or reduce any sum payable under or accept surrenders of leases and grant options without restriction (and without the need to comply with Sections 99 and 100 of the Act) on such terms and conditions as the Agent shall think fit.

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**1.5 Restrictions on disposals**

No Obligor shall without the prior written consent of the Agent, other than in accordance with the Facility Agreement, part with or dispose of or grant any lease in respect of any Charged Property. Without limitation, no Obligor shall without the prior written consent of the Agent, sell, assign, discount, factor, pledge, charge or otherwise dispose of its debts or choses in action or otherwise deal with the same except in accordance with the Finance Documents nor sell assign or dispose of any Intellectual Property.

**1.6 Conversion of floating charge**

The Agent may from time to time by notice in writing to an Obligor following the occurrence of an Event of Default which is continuing convert the floating charge contained in Clause 3.1 (d) (Fixed and floating charges) of the Composite Debenture into a fixed charge as regards any Charged Property specified in such notice or if the Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution, or other legal process or to otherwise be in jeopardy.

**1.7 Automatic Conversion**

Notwithstanding anything contained in the Composite Debenture, if without the prior written consent of the Agent:

- (a) an Obligor creates any Security (whether by way of fixed or floating security) over or otherwise encumbers any of the Charged Property subject to a floating charge hereunder or attempts to do so; or
- (b) if any person levies or attempts to levy any distress, execution, sequestration or other process against all or any part of the Charged Property,

the floating charge created by the Composite Debenture over such of the Charged Property shall automatically without notice operate and have effect as a fixed charge instantly such event occurs.

**1.8 Receivables**

The Obligors shall collect and realise (or procure that the Chargors do so) all Rental Income and any other receivables proceeds and no Obligor shall without the prior written consent of the Agent, other than in accordance with the Facility Agreement, release, exchange, compound, set-off, grant time or indulgence in respect of or otherwise deal with any Rental Income and any other receivables proceeds.

**1.9 The Deposit**

- (a) No Obligor shall, without the prior written consent of the Agent, other than in accordance with the Facility Agreement, at any time be entitled to withdraw or transfer or require payment of, and the Agent shall be under no obligation to repay, the whole or any part of the Deposit during the Security Period.

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- (b) The rights and interests of each Obligor to and in the Deposit are personal to it and shall not be capable of being assigned, charged, dealt with or otherwise disposed of in any way without the prior written consent of the Agent.

**1.10 Scheduled Securities**

Neither the Borrower or the Company shall, other than in accordance with the Facility Agreement:

- (a) further charge or otherwise create any encumbrance over its (or any part of its) right, title and interest in and to the Scheduled Securities;
- (b) sell, transfer or otherwise dispose of the benefit of or agree to sell transfer or otherwise dispose of the benefit of its (or any part of its) right, title and interest in and to the Scheduled Securities; or
- (c) take or omit to take any action, the taking or omission of which, would or would be reasonably likely to impair the interest of the Finance Parties in the Scheduled Securities.

**In these particulars, the following defined terms are used:**

**"the Act"** means the Law of Property Act 1925;

**"Account"** means each of the Current Account, the Rent Account, the Sale Proceeds Account and the Security Account (as such terms are defined therein), all such accounts to be in the United Kingdom;

**"Acquisition Agreements"** means:

- (a) the Initial Property Acquisition Agreement; and
- (b) any other acquisition agreement entered into between the Obligors (or any of them) with a Seller for the acquisition of Approved Properties by the Obligors;

**"Additional Finance Documents"** means the Additional Security Documents and any other document designated as such by the Agent and the Borrower;

**"Additional Security Documents"** means:

- (a) a first fixed legal charge (to be taken pursuant to the Composite Debenture or otherwise) in respect of an Approved Property executed by the Obligors in favour of the Agent and in form and content satisfactory to the Agent;
- (b) any other Security required by the Agent in respect of an Approved Property;

**"Agreement for Lease"** means an agreement to grant an Occupational Lease of all or part of any of the Properties;

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**"Approved Property"** means any freehold or leasehold property approved by the Agent in its absolute discretion and, without limitation, one of the conditions of such approval being that any such property is charged to the Agent in a manner satisfactory to the Agent and all such properties being the **"Approved Properties"**;

**"Approved Property Declaration of Trust"** means a declaration of trust between the Chargors and the Borrower whereby the Chargors agree to hold the Approved Property on trust for the Partners in accordance with the terms of the Partnership Agreement;

**"Arranger"** means Nationwide Building Society;

**"Asset Manager"** means Berkshire Asset Management Limited (registered in England under number 04494786) or such other asset manager as may be appointed from time to time by the Borrower with the prior written consent of the Agent (acting reasonably);

**"Asset Management Agreement"** means the asset management agreement dated 10 October 2005 between the Borrower (1) and the Asset Manager (2) in respect of the appointment of the Asset Manager as asset manager for the Borrower;

**"Asset Manager Undertaking"** means the undertaking entered or to be entered into by the Asset Manager in favour of the Agent in a form and content satisfactory to the Agent and relating to the asset management of the Borrower;

**"Berkshire Company"** means Berkshire UK Industrial Properties (Isle of Man) Plc (registered in the Isle of Man under number 114088C);

**"Berkshire Unit Trust"** means the Berkshire UK Industrial Properties Exempt Unit Trust, established under the laws of the Isle of Man and acting by its trustee, Northern Trust International Fund Administration Services (Isle of Man) Limited (registered in the Isle of Man under number 35986C);

**"Borrower"** means the Berkshire UK Industrial Properties Limited Partnership established pursuant to the Partnership Agreement and registered under the Limited Partnerships Act 1907 with number LP 010796 acting by its general partner, being the Company;

**"Brightside"** means Brightside Limited (registered in England and Wales under number 2755712) whose registered office is at 3rd Floor, 151 High Road, Loughton, Essex IG10 4LG;

**"Charged Property"** means the undertaking, property, rights and assets of each Obligor charged and/or assigned by the Composite Debenture and includes any part thereof and any interest therein;

**"Chargors"** means Berkshire Nominee 1 Limited (registered in England under number 05507175) and Berkshire Nominee 2 Limited (registered in England under number 05514942) and each a **"Chargor"**;

**"Commitment"** means:



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- (a) in relation to the Original Lender, the amount set opposite its name under the heading "Commitment" in Schedule 1 (The Original Lender) of the Facility Agreement and the amount of any other Commitment transferred to it under the Facility Agreement; and
- (b) in relation to any other Lender, the amount of any Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement;

**"Declarations of Trust"** means the Initial Property Declaration of Trust and any Approved Property Declaration of Trust;

**"Deed of Postponement"** means the deed of postponement entered or to be entered into by Brightside in favour of the Agent and in form and content satisfactory to the Agent;

**"Deposit"** means any and all sums for the time being standing to the credit of, and the debt represented by, each of the Accounts, together with all interest accruing thereon;

**"Event of Default"** means any event or circumstance specified as such in Clause 21 (Events of Default) of the Facility Agreement;

**"Facility Agreement"** means the facility agreement dated 14 October 2005 between the Borrower (1) the Company (2) the Chargors (3) the Arranger (4) the Original Lender (5) and the Agent (6), together with any subsequent amendments thereto or replacements thereof;

**"Fee Letter"** means any letter or letters dated on or about the date of the Facility Agreement between the Arranger and the Borrower (or the Agent and the Borrower) setting out any of the fees referred to in Clause 24 (Fees) of the Facility Agreement;

**"Finance Documents"** means the Additional Finance Documents and the Initial Finance Documents;

**"Finance Parties"** means the Arranger, the Agent and each Lender and each a **"Finance Party"**;

**"Fixed Rate Letter"** means a letter in substantially the form set out in Schedule 9 (Fixed Rate Letter) of the Facility Agreement pursuant to which the Borrower accepts a Fixed Rate (as such term is defined in the Facility Agreement) offered by a Lender pursuant to Clause 8.2 (Fixed Rate) of the Facility Agreement;

**"GP Share Charges"** means the deeds of charge over securities executed or to be executed by the Limited Partners in favour of the Agent in form and content satisfactory to the Agent over all of the issued share capital of the Company;

**"Hedging Arrangement"** means an interest rate swap, cap, collar or other agreement or arrangement (including, without limitation, a Fixed Rate (as such term is defined in the Facility Agreement) entered into by the Borrower (or where the context requires, a Lender to enable it to offer a Fixed Rate (as such term is defined in the Facility Agreement) or provide Hedging Arrangements to the Borrower) from time to time for the hedging of the interest (or any part of it) payable by the Borrower under the Facility Agreement;

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**"Initial Finance Documents"** means:

- (a) the Facility Agreement;
- (b) any Fee Letter;
- (c) any Fixed Rate Letter;
- (d) any Hedging Arrangements;
- (e) the Initial Security Documents; and
- (f) any other document designated as such by the Agent and the Borrower;

**"Initial Property"** means the freehold property brief details of which are set out in Schedule 1 (Real Property) hereto;**"Initial Property Acquisition Agreement"** means the acquisition agreement dated 5 September 2005 between Osprey as seller and Brightside as purchaser and relating to the acquisition of the Initial Property as subsequently assigned by Brightside in favour of the Chargors pursuant to an assignment dated on or about the date of the Facility Agreement;**"Initial Property Declaration of Trust"** means a declaration of trust between the Chargors and the Borrower whereby the Chargors agree to hold the Initial Property on trust for the Partners in accordance with the terms of the Partnership Agreement;**"Initial Security Documents"** means:

- (a) the Composite Debenture;
- (b) the Asset Manager Undertaking;
- (c) the Deed of Postponement;
- (d) GP Share Charges;
- (e) the Operator Undertaking;
- (f) the Property Manager Undertaking; and
- (g) any other document designated as such by both the Agent and the Borrower;

**"Intellectual Property"** means (to the extent of each Obligor's interest in them) the copyright in all drawings, designs, specifications, plans and other written materials relating to any products from time to time used by it and all other intellectual property rights including without limitation, all patents, trade marks, service marks, trade and business names, know-how, computer software, programs and systems, designations on or patterns of the labels and packages of any products from time to time used by it and all manufacturing and sales rights in

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relation to any products from time to time used by it (including the benefit of any licences or consents relating to the above);

**"Lender"** means:

- (a) the Original Lender; and
- (b) any bank or financial institution which has become a Party in accordance with Clause 31 (Changes to the Lenders) of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement;

**"Limited Partners"** means the Berkshire Company and the Berkshire Unit Trust and any person who, with the prior written consent of the Agent, has been admitted to the Borrower as a limited partner in accordance with the provisions of the Partnership Agreement and which in each case has not ceased, with the prior written consent of the Agent, to be a limited partner in accordance with the terms of the Partnership Agreement;

**"Obligors"** means the Borrower, the Company and the Chargors and each an **"Obligor"**;

**"Occupational Lease"** means any Unconditional Agreement for Lease or occupational lease or licence to which the Properties may be subject from time to time;

**"Operator"** means Partnership Incorporations Limited (registered in England under number 03011126) or such other operator of the Borrower as may be appointed from time to time by the Borrower with the prior written consent of the Agent;

**"Operator Agreement"** means the operator agreement dated on or about the date of the Facility Agreement between the Borrower (1) and the Operator (2) in respect of the appointment of the Operator to act as operator in respect of the Borrower;

**"Operator Undertaking"** means the undertaking entered or to be entered by the Operator in favour of the Agent in form and content satisfactory to the Agent and relating to the operation of the Borrower;

**"Original Lender"** means Nationwide Building Society;

**"Osprey"** means Equity Partnerships (Osprey) Limited (registered in England under number 4299729) whose registered office is at Europa House, 20 Esplanade, Scarborough, North Yorkshire YO11 2AQ;

**"Partners"** means the Company and the Limited Partners and each a **"Partner"**;

**"Partnership Agreement"** means the partnership agreement dated 29 September 2005 between the Company (1), the Berkshire Unit Trust (2) and the Berkshire Company (3) and pursuant to which the Borrower is constituted, together with any subsequent amendments thereto or replacements thereof approved by the Agent in writing;

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**"Party"** means a party to the Facility Agreement;

**"Properties"** means the Initial Property and any Approved Property charged to the Agent and each a **"Property"**;

**"Property Management Agreement"** means the property management agreement dated on or about the date of the Facility Agreement between the Asset Manager (1) and the Property Manager (2) in respect the sub-contracting of various property management services from the Asset Manager to the Property Manager in relation to the Properties;

**"Property Manager"** means King Sturge LLP (registered in England under number OC311501) whose registered office is at 7 Stratford Place, London W1C 1ST or such other property manager as may be appointed from time to time by the Asset Manager and/or the Borrower with prior written consent of the Agent (acting reasonably);

**"Property Manager's Undertaking"** means the undertaking entered or to be entered into, inter alia, by the Property Manager in favour of the Agent in form and content satisfactory to the Agent relating to the property management of the Properties;

**"Real Property"** shall mean the Charged Property from time to time charged by each Obligor pursuant to Clauses 3.1(a) and 3.1(b)(i) (Fixed and floating charges) of the Composite Debenture;

**"Rental Income"** means all sums paid or payable to or for the benefit of the Obligors arising from the letting, use or occupation of any of the Properties, including (but without double counting):

- (a) rents, licence fees and equivalent sums reserved or made payable;
- (b) sums received from any deposit held as Security for performance of any tenant's obligations;
- (c) any other moneys payable in respect of use and/or occupation;
- (d) proceeds of insurance in respect of loss of rent;
- (e) receipts from or the value of consideration given for the surrender, renunciation or variation of any letting;
- (f) proceeds paid by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance and repair of, and the payment of insurance premiums for, the Properties;
- (g) proceeds paid for a breach of covenant under any Occupational Lease in respect of the Properties and for expenses incurred in relation to any such breach;
- (h) any contribution to a sinking fund paid by an occupational tenant;

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- (i) any contribution by an occupational tenant of the Properties to ground rent due under any Occupational Lease out of which the Obligors derive their interest in the Properties;
- (j) any payment from a guarantor or other surety in respect of any of the items listed in this definition;
- (k) interest, damages or compensation in respect of any of the items in the definition; and any VAT on any sum mentioned in this definition;

**"Scheduled Securities"** means the rights, title and interest present and future of the Borrower and the Company in and to:

- (a) the shares stocks and securities listed in Schedule 2 (Scheduled Securities) hereto;
- (b) any other shares, stocks and securities issued to the Borrower and/or the Company to be substituted from time to time for those shares, stocks and securities listed in Schedule 2 (Scheduled Securities) hereto; and
- (c) all interest, dividends (cash or otherwise), bonus issues, distributions allotments, offers by way of rights, benefits, rights, proceeds and entitlements arising from or attaching to any of the securities referred to in (a) and (b) above;

**"Security"** means a mortgage, charge, pledge, lien, hypothec, diligence or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

**"Transaction Documents"** means:

- (a) each Acquisition Agreement;
- (b) the Declarations of Trust;
- (c) the Asset Management Agreement;
- (d) each Occupational Lease;
- (e) the Operator Agreement;
- (f) the Partnership Agreement; and
- (g) the Property Management Agreement;

**"Security Period"** means the period beginning on the date of the Composite Debenture and continuing for so long as any amount is outstanding under the Finance Documents or any Commitment is in force; and

**Berkshire GP Limited (Company Number: 5507172)**

**"Unconditional Agreement for Lease"** means an Agreement for Lease which is not subject to any unfulfilled or undischarged condition which cannot be fulfilled solely by action to be taken (or not taken) on the part of an Obligor where such condition has to be fulfilled before the prospective tenant is obliged to enter into the relevant occupational lease.

**SCHEDULE 1****The Real Property**

All that freehold property known as land and buildings on the north east side of Woodside Road, South Marston Park, Swindon as the same is registered at the Land Registry with title absolute under title number WT204271.

**SCHEDULE 2****Scheduled Securities**

1 ordinary share of £1.00 in Berkshire Nominee 1 Limited (Co No. 05507175) and representing 100% of the issued share capital of such company.

1 ordinary share of £1.00 in Berkshire Nominee 2 Limited (Co No. 05514942) and representing 100% of the issued share capital of such company.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05507172

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED THE 14th OCTOBER 2005 AND CREATED BY BERKSHIRE GP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND EACH OBLIGOR TO THE FINANCE PARTIES 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 18th OCTOBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st OCTOBER 2005.

*D. H. M.*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES