

M

Please do not
write in
this margin

CHA 116

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

*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

116

2616459

Name of company

* CHELSFIELD PROPERTY INVESTMENTS LIMITED (the "Company")

Date of creation of the charge

23rd December, 1996

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

See continuation sheet 1

Amount secured by the mortgage or charge

See continuation sheet 2

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

Barclays Bank Plc, Large Corporate Banking, 3rd Floor, 54 Lombard
Street, London EC3P 3AH

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

Allen & Overy
One New Change
London
EC4M 9QQ

DTJM.PMC.B1:81633

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See continuation sheet 3

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)

N/A

Signed

Allen & Overy

Date

31st December 1996

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

† 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 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.

NAME OF COMPANY:

COMPANY NO:


CHELSFIELD PROPERTY INVESTMENTS LIMITED

2616459

CONTINUATION SHEET

**DESCRIPTION OF THE INSTRUMENT CREATING OR EVIDENCING THE
MORTGAGE OR CHARGE**

Supplemental Guarantee and Debenture dated 23rd December, 1996 (the "**Debenture**") and made between Chelsfield Property Investments Limited (the "**Company**") and Barclays Bank PLC (the "**Bank**"). (Such Debenture being supplemental to a guarantee and debenture between the same parties dated 31st October, 1994).



NAME OF COMPANY:

COMPANY NO:

CHELSFIELD PROPERTY INVESTMENTS LIMITED

2616459

CONTINUATION SHEET

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 the Bank under each of the Finance Documents as defined in the Restated Credit Agreement together with all costs, charges and expenses incurred by the Bank in connection with the protection, preservation or enforcement of rights under such Finance Documents.

NAME OF COMPANY:

COMPANY NO:

CHELSFIELD PROPERTY INVESTMENTS LIMITED

2616459

CONTINUATION SHEET

SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED

The Company as security for the payment of all Secured Liabilities, charges in favour of the Bank:

- (i) by way of first legal mortgage all the property specified in the Schedule attached hereto together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any monies paid or payable in respect of such covenants;
- (ii) by way of first fixed charge or present and future benefits in respect of the Insurances and all claims and returns of premiums in respect thereof; and
- (iii) by way of floating charge all its undertaking and assets whatsoever when wheresoever both present and future and rights not otherwise effectively mortgaged or charged under paragraphs (i) and (ii) above.

Note:1 Negative Pledge

The Company shall not, and will procure that any Subsidiary of it does not, create or permit to subsist any Security Interest on any of the Mortgaged Properties or Insurance or on any proceeds arising from the sale of a Mortgaged Property or any interest therein (including the grant of a leasehold interest at a premium) save for any Permitted Security Interests.

Defined Terms

"Brompton"

means Chelsfield (Brompton Road) Limited (formerly Bestphone Limited) - registered number 2340901.

"Chelsfield"

means Chelsfield plc - registered number 2636872.

"Chelsfield U.K."

means Chelsfield U.K. plc - registered number 2036555.

"Current Facility"

means the £25,000,000 facility provided on the terms of a credit agreement dated 28th October, 1994 between the Bank, the Company, Chelsfield and others, that credit agreement being the **"Current Agreement"**.

SCHEDULE

Real Property

1. Riverside & Benbow House, London SE1

The land and buildings known as Riverside House and Benbow House registered at HM Land Registry with leasehold absolute title under title no. SGL45782.

2. 30/32 Duchess Road, Birmingham

The land and buildings known as 30/32 Duchess Road, Edgbaston, Birmingham comprised in a lease dated 2nd September 1988 between The Right Honourable Ian St. John Baron Luke of Pavenham, The Most Honourable Granville Charles Gomer Gordon Marquis of Huntly, The Honourable Ian Henry Calthorpe Lawson Johnston and John Simon Bruce McGowen (1) Laing Investment Company Limited (2) for a term of years from 29th September 1988 to 29th September 1996.

3. 34 Duchess Road, Birmingham

The land and buildings known as 34 Duchess Road, Edgbaston Birmingham and registered at HM Land Registry with freehold absolute title under title no. WM72245.

4. 1 Duchess Place, Birmingham

The land and buildings on the North side of Hagley Road, known as 1 Duchess Place, Edgbaston, Birmingham and registered at HM Land Registry with leasehold absolute title under title no. WK176682.

5. 2 Duchess Place, Birmingham

The land and buildings on the South side of Duchess Road, known as 2 Duchess Place, Edgbaston, Birmingham and registered at HM Land Registry with leasehold absolute title under title no. WK186385.

6. 3 Duchess Place, Edgbaston House, Birmingham

The land and buildings formerly known as 18-28 (even numbers) Duchess Road but now known as Edgbaston House 3 Duchess Place, Edgbaston, Birmingham and registered at HM Land Registry with leasehold absolute title under title no. WM13776.

7. 97/107 Hagley Road, Regency House, Birmingham

The land and buildings (known as Regency House) 97/107 (odd numbers) Hagley Road, Edgbaston, Birmingham and registered at HM Land Registry with leasehold title absolute under title no. WK 199362.

8. Brent Trading Estate, London NW10

The land and buildings at the Book Centre (Southern Complex), North Circular Road, Neasden otherwise known as the Brent Trading Estate, London NW10 registered at HM Land Registry with freehold absolute title under title no. NGL225960.

"Evans Row"

means Evans Row Property Company Limited - registered number 2027506.

"Finance Document"

means:

- (a) the Restated Credit Agreement; or
- (b) a Hedging Agreement; or
- (c) the Supplemental Agreement; or
- (d) the Lloyds Subordination Deed;
- (e) a Security Document; or
- (f) the Intercreditor Agreement.

or any other document designated as such by the Bank and Chelsfield (acting as agent on behalf of all the Obligors).

"Fixtures"

means, in relation to any freehold or leasehold property charged by or pursuant to the Debenture, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by the Company.

"Floating Charge"

means the floating charge in the Agreed Form entered into or to be entered into by Chelsfield in favour of the Bank as a condition precedent to the Supplemental Agreement.

"Guarantee and Debenture"

means, with respect to a Security Provider, a guarantee and debenture (incorporating a fixed charge over the Properties owned by it and certain other assets and a floating charge over all its remaining assets and undertaking) between that Security Provider and the Bank securing the obligations of the Obligors to the Bank. In the case of each Security Provider (other than Brompton) its Guarantee and Debenture is, as at the Signing Date, the guarantee and debenture dated 31st October, 1994 and in the case of Brompton, is its guarantee and debenture provided as a condition precedent to the effectiveness of the Supplemental Agreement.

"Hedging Agreement"

means an interest rate swap agreement or any other interest rate hedging agreement to be entered into between Chelsfield and the Bank pursuant to Clause 16.21 of the Restated Credit Agreement (Hedging Agreement).

"Intercreditor Agreement"

means the intercreditor agreement between the Bank, Lloyds, Chelsfield, Chelsfield (UK) and CPI dated 31st October, 1994 (as amended by a letter agreement between those parties entered into as a condition precedent to the effectiveness of the Supplemental Agreement).

"Insurances"

means all contracts and policies of insurance or assurance of whatever nature which are from time to time taken out by or on behalf of the Company or (to the extent of such interest) in which the Company has an interest in either case in respect of the Mortgaged Property.

"Lloyds"

means Lloyds Bank Plc.

"Lloyds Subordinated Loan Agreement"

means the loan agreement dated 10th March, 1992 between Chelsfield (U.K.) as borrower, Chelsfield as guarantor and Lloyds as lender on the terms of which Lloyds makes a ten year subordinated loan facility in an aggregate principal amount of up to £60,000,000 available to Chelsfield (U.K.); and "Lloyds Subordinated Loan Facility" means that loan facility.

"Lloyds Subordination Deed"

means the subordination deed dated 7th May, 1992 between Chelsfield and Chelsfield (U.K.) as debtors, Lloyds as lender of the Lloyds Subordinated Loan Facility as junior creditor and Senior Creditors (as defined therein) concerning, inter alia, the subordination of Lloyds' rights in relation to that Facility to the rights of the Senior Creditors under the Senior Finance Documents (both as defined therein).

"London Fields"

means London Fields Limited - registered number 2180400.

"Mortgaged Property"

means the property legally mortgaged under the Debenture and any other freehold or leasehold property the subject of this security.

"Motortune"

means Motortune Limited - registered number 744493.

"New Property"

means a freehold or leasehold property (or, as the context may require, the freehold or leasehold estate in any such property), which is accepted by the Bank to form part of the Portfolio as a Property in accordance with the provisions of Clause 19 of the Restated Credit Agreement (Introduction of Properties) and is acquired or owned by a Security Provider.

"Obligor"

means Chelsfield, Chelsfield (U.K.), the Company, Motortune, Brompton, Evans Row or London Fields.

"Permitted Security Interests"

means:

- (a) any Security Interest constituted or evidenced by a Security Document or by any other Finance Document; or
- (b) a lien arising by operation of law in the ordinary course of business; or
- (c) any other Security Interest created or subsisting with the prior written consent of the Bank and in respect of which inter-creditor arrangements acceptable to the Bank are entered into prior to the creation of such Security Interest; or
- (d) any Security Interest granted in favour of Lloyds on or before 28th October, 1994.

"Portfolio"

means, as at the Signing Date, the portfolio of freehold and leasehold properties owned by the Security Providers and listed in Schedule 5 of the Restated Credit Agreement, but adjusted from time to time:-

- (a) to exclude properties disposed of by a Security Provider in accordance with Clause 16.9 (Disposals) of the Restated Credit Agreement; and
- (b) to include New Properties legally and beneficially owned by a Security Provider and charged to the Bank to its satisfaction.

"Property"

means a freehold or leasehold property forming part of the Portfolio (or, as the context may require, the freehold or leasehold estate in any such property).

"Restated Credit Agreement"

means the Current Agreement as amended, combined with another facility (as also amended) and restated on the terms of the First Schedule to the Supplemental Agreement.

"Secured Liabilities"

means 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 the Bank under each of the Finance Documents together with all costs, charges and expenses incurred by the Bank in connection with the protection, preservation or enforcement of rights under such Finance Documents.

"Security Documents"

means all documents executed or to be executed in order to give the Bank security, a guarantee or any other form of support in connection with the Restated Credit Agreement (including, without limitation, the Guarantees and Debentures, the Supplemental Guarantees and Debentures and the Floating Charge).

"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.

"Security Provider"

means the Company, Motortune, Brompton, Chelsfield (UK), Evans Row or London Fields.

"Signing Date"

means 23rd December, 1996.

"Subsidiary"

means:-

- (a) a subsidiary within the meaning of Section 736 of the Companies Act 1985 as amended by Section 144 of the Companies Act 1989; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of Section 21 of the Companies Act 1989.

"Supplemental Agreement"

means the supplemental agreement dated 23rd December, 1996 between Chelsfield, the Company, the Bank and others in respect of the Current Agreement and another facility agreement dated 28th October, 1994.

"Supplemental Guarantee and Debenture"

means, with respect to a Security Provider, a supplemental guarantee and debenture between that Security Provider and the Bank entered into as a condition precedent to the Supplemental Agreement.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02616459

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL GUARANTEE AND DEBENTURE (SUPPLEMENTAL TO A GUARANTEE AND DEBENTURE DATED 31 OCTOBER 1994) DATED THE 23rd DECEMBER 1996 AND CREATED BY CHELSFIELD PROPERTY INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER UNDER EACH OF THE FINANCE DOCUMENTS AS DEFINED IN THE RESTATED CREDIT AGREEMENT (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd JANUARY 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th JANUARY 1997.

M. J. Davies
20.1.97

for the Registrar of Companies

208.1



C O M P A N I E S H O U S E

HC026B