

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

M24

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

To the Registrar of Companies

For official use

Company number



2236190

Name of company

DARES DEVELOPMENTS (BRACKNELL) LIMITED ("the Company")

* insert full name
of company

Date of creation of the charge

26th October 1989

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

Mortgage Debenture ("the Mortgage Debenture") made between
the Company (1) and the Long-Term Credit Bank of Japan, Ltd
("the Bank") (2)

Amount secured by the mortgage or charge

(a) all sums of money which have been or now have or may hereafter from time to time be advanced to the Company by the Bank;

(b) all other indebtedness and/or liabilities whatsoever of the Company to the Bank present, future, actual and/or contingent, in whatever currency denominated whether on any banking or other account of otherwise in any manner whatsoever (whether a loan or jointly and in whatever style name or form and whether as principal or surety);

(c) (On a full indemnity basis) all costs (including the administrative costs of the Bank) charges, expenses and other sums expended, paid, incurred or debited to any account (including any advances to be made) in relation to the enforcement of rights under the Mortgage Debenture or the recovery or any of the indebtedness or other liabilities of the Company by the Bank, or by any Administrative Receiver or by any

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

The Long-Term Credit Bank of Japan, Ltd
18 King William Street
London

Postcode

EC4N 7DR

Presentor's name address and

reference (if any)

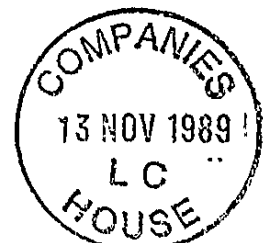
WILDE SAPTE
Queensbridge House
60 Upper Thames Street
London EC4V 3BD
REF: AB/MYS/56189
01-236-3050

For official Use
Mortgage Section

REGISTERED

13 NOV 1989

Post room



Time critical reference

14/Nov.

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

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

- (1) By way of legal mortgage all estates and interests in any freehold and/or leasehold property referred to in the First Schedule to the Mortgage Debenture and all buildings, fixtures (including trade fixtures) and fixed plant and machinery owned by the Company and from time to time on or in such freehold and/or leasehold property ("the Property") and/or the proceeds of sale thereof. The Property referred to in such First Schedule is ALL THAT freehold land and property together with the buildings thereon known as land to the north of Old Bracknell Lane West and land on the north side of Old Bracknell Lane, Bracknell, Berkshire as the same are registered at H M Land Registry under Title Numbers BK249936 and BK224918.
- (2) By way of fixed equitable charge all estates and interests in any freehold and leasehold property (except

Particulars as to commission allowance or discount (note 3)

NONE

Signed

Wilde Sapt

Date

10th November 1989

On behalf of ~~XXXXXX~~ WILDE SAPT
[mortgagee/chargee]†

† 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.

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 4
to Form No 395 and 410 (Scot)

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

Company number

2236190

Name of company

DARES DEVELOPMENTS (BRACKNELL) LIMITED ("the Company")

Limited*

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
binding margin

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

Please do not
write in this
binding margin

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

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

- (a) the Company assigns to the Bank AJL and any rights (whether in contract tort or otherwise) which the Company has or may hereafter have against any third part (including without prejudice to the generality of the foregoing any professional advisers) arising from any building construction alteration refurbishment or other work whatsoever to the Equitably Charged Property or any part thereof or any defect therein;
- (b) The Company assigns to the Bank the benefit of all guarantees sureties and other covenants and liabilities on the part of third parties in favour of the Landlord or Lessor of the Equitably Charged Property or any part or parts thereof arising under any lease or tenancy thereof and all rights arising thereunder.

If the Bank receives or is deemed to be affected by notice, whether actual or constructive, of any subsequent charge or other interest in favour of any third party affecting any part of the Charged Property or the proceeds of sale thereof the Bank may open a new account or accounts with the Company. If the Bank (being in a position so to do) does not open a new account or accounts it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time all payments made to the Bank shall be credited or be treated as having been credited to such new account(s) and shall not operate to reduce the amount for which this Mortgage Debenture is security

In case the Company shall have more than one account with the Bank it shall be lawful for the Bank at any time and without prior notice forthwith to transfer all or any part of any balance standing to the credit of any such account to any other such account which may be in debit.

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 3
to Form No 395 and 410 (Scot)

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

Company number

2236190

Name of company

DARES DEVELOPMENTS (BRACKNELL) LIMITED ("the Company")

Limited*

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
binding margin

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

Please do not
write in this
binding margin

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

names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

2. With reference to the property charged by way of Floating Charge:-

(a) it shall not without the consent in writing of the Bank:-

- (i) create any mortgage or charge or other security interest ranking in priority to, pari pasu with or subsequent to the floating charge herein before created and/or
- (ii) sell or otherwise dispose of the whole or, except in the ordinary course of business and for full value, any part of its undertaking save as the Bank may have expressly agreed in writing.

(b) The Bank shall be entitled at any time by notice in writing to the Company to convert the floating charge into a specific charge as regards any assets specified in such notice and may appoint a receiver thereof

(c) Notwithstanding anything to the contrary if the company charges, pledges or otherwise encumbers (whether by way of fixed or floating security) any of the Property charged by way of floating charge or attempts so to do without the consent in writing of the Bank or any creditor or other persons attempts to levy any distress, execution, sequestration or other process against any of the Property charged by way of Floating Charge the floating charge shall automatically without notice operate as a fixed charge forthwith upon the occurrence of such event.

The security created by the Mortgage Debenture shall be a continuing security until payment discharge or satisfaction of all monies and liabilities due owing or incurred under the Loan Agreement and the Security Documents and notwithstanding any settlement of account or other matter or thing whatsoever shall be without prejudice and in addition to any other security (whether by way of mortgage, equitable charge or otherwise howsoever) which the Bank may now or at any time hold on all or any part of the assets of the Company for or in respect of all or any part of the Secured Obligations

NOTE: In the Mortgage Debenture "Secured Obligations" is defined and includes various liabilities moneys liabilities payable by the Company.

With further reference to the Equitably Charged Property and with effect from any lawful demand made under and in accordance with the Loan Agreement

**Particulars of a mortgage or charge
(continued)**

Please do not
write in this
binding margin

Continuation sheet No 2
to Form No 395 and 410 (Scot)

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

Company number

2236190

Name of company

DARES DEVELOPMENTS (BRACKNELL) LIMITED ("the Company")

Limited*

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
binding margin

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

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

NOTES:

1. The Mortgage Debenture (inter alia) contains the following provisions and covenants by the Borrower that -

(a) no development within the meaning of Town & Country Planning Acts 1971-1977 shall be undertaken or carried out on the Property or any part thereof other than in accordance with the Loan Agreement

(b) save as provided in the Loan Agreement the Company shall not dispose or agree to dispose of the Property or any part thereof or create or dispose or agree to create or dispose of any estate or interest in the Property or any part thereof nor any right therein or thereover

(c) save as in accordance with the Loan Agreement it shall not grant or agree to grant or accept or agree to accept the surrender of any agreement lease tenancy or licence either now subsisting or hereafter granted or entered into by the Company in respect of the Premises or any part thereof

(d) where any lease granted by the Company in relation to the Property shall contain a provision for any rent payable to be dependent upon agreement between it and the tenant it shall not agree any such rent without the written consent of the Bank or if such lease contains a provision for any rent payable to it to be dependent upon arbitration or the determination of expert (whether in default of an agreement or not) it will not appoint or agree to the appointment of any expert or arbitrator without having first obtained the Bank's consent in writing and will not either as landlord or otherwise give its consent or licence to or suffer any person to grant any lease or underlease affecting any part of the Property without the prior written consent of the Bank being first obtained

(e) it shall deliver to the Bank within 10 working days of the grant thereof full particulars of all agreements leases underleases or licences affecting the Premises however remote or inferior.

(f) it will ^{not} otherwise than pursuant to the terms of the Loan Agreement create any further charge or mortgage on the Property

(g) it shall not without the prior written consent of the Bank enter into any agreement under Section 52 of the Town & Country Planning Act 1971 or Section 33 of the Local Government (Miscellaneous Provisions) Act 1982.

**Particulars of a mortgage or charge
(continued)**

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company number

2236190

Name of company

DARES DEVELOPMENTS (BRACKNELL) LIMITED ("the Company")

Limited*

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

delegate or sub-delegate appointed by the Bank pursuant to the Mortgage Debenture including (but without prejudice to the generality of the foregoing) remuneration payable to any Administrative

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

Receiver, delegate or sub-delegate as aforesaid, and all costs, charges and expenses incurred in the protection, realisation or enforcement of the security constituted by or pursuant to the Mortgage Debenture; and

- (d) interest and charges upon or relating to all such advances, indebtedness, liabilities, costs, expenses and other monies until demand at such rate or rates as have been or may from time to time be agreed between the Company and the Bank or in default of any agreed rate or rates and in any event from and after demand until full discharge (as well after as before judgement) at the Overdue Rate;

PROVIDED THAT in relation to such costs, charges, losses, expenses, remuneration and other sums as are mentioned in (d), interest shall accrue and be payable as from the date on which the same are paid by the Bank, or by any such Administrative Receiver, delegate or sub-delegate or become due to such Administrative Receiver, delegate or sub-delegate under the terms of his appointment subject to demand having first been made for payment thereof.

NOTE:

"The Loan Agreement" is defined in the Mortgage Debenture as an Agreement dated 26th October 1989 and made between The Company (1) Dares Estates plc (2) and the Bank (3)

"Overdue Rate" is defined in the Mortgage Debenture as a rate calculated in accordance with Clause 8.03 of the Loan Agreement

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

the Property) now and at any time during the continuance of this security belonging to or charged to the Company and all licences now or hereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all buildings, fixtures (including trade fixtures) and fixed plant and machinery owned by the Company and from time to time on or in any freehold or leasehold property an interest in which is charged hereunder ("the Equitably Charged Property") and/or the proceeds of sale thereof;

- (3) By way of fixed charge all book debts and other monetary debts and claims now and from time to time due or owing to the Company and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) credit balances with bankers or other third parties, surplus proceeds of realisation or any security held by any person(s) other than the Bank and things in action which give rise or may give rise to a debt or debts together with negotiable instruments legal and equitable charges reservation of proprietary rights of tracing and unpaid vendor's liens and similar and associated rights ("the Book and other Debts");
- (4) By way of fixed charge all stocks shares and/or other securities ("the Securities") now or at any time during the continuance of this security belonging to the Company;
- (5) By way of fixed charge the goodwill, licences, copyrights, rights in the nature of copyright and all other intellectual property rights now or at any time during the continuance of the security belonging to the Company ("the Intellectual Property");
- (6) Charges and assigns by way of security to the Bank the benefit of any guarantees given or to be given to the Company in respect of the obligations of any tenant (whether present future or prospective) of the Property and charges and assigns the benefit of each and every guarantee or covenant given by any surety or contractor now or in future subsisting in respect of the Property;
- (7) By way of floating charge its undertaking and all its other property assets and rights whatsoever and wheresoever present and/or future including those expressed as charged by way of fixed charge if and to the extent that such charge may fail for any reason to operate as a fixed charge (hereinafter called "the Property charged by way of Floating Charge") and together with the Property the Equitably Charged Property, the Book and other Debts, the Securities, the Intellectual Property and other property mortgaged or charged collectively called the "Charged Property" which expression may be taken to refer to the real and/or the personal or incorporeal property mortgaged or charged as the context may require or admit)

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 26th OCTOBER 1989
and created by DARES DEVELOPMENTS (BRACKNELL) LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to THE LONG-TERM CREDIT BANK OF
JAPAN LTD

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 13th NOVEMBER 1989

Given under my hand at the Companies Registration Office,
Cardiff the 22nd NOVEMBER 1989

No. 2236190

A handwritten signature in cursive script, appearing to read 'M. M. Williams'.

M. M. WILLIAMS

an authorised officer

C.69a

LC
22/11
BL.



COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

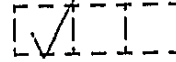
Pursuant to section 395 of the Companies Act 1985

MI

To the Registrar of Companies

For official use

Company number



2236190

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

Name of company

* DARES DEVELOPMENTS (BRACKNELL) LIMITED ("the Company")

* insert full name
of company

Date of creation of the charge

19th December 1991

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

RENTS AND RENTAL ACCOUNT CHARGE ("the Charge") made between (1) the Company and (2) The Long-Term Credit Bank of Japan, Limited ("the Chargee")

Amount secured by the mortgage or charge

All actual, contingent, present and/or future obligations and liabilities of the Company to the Chargee ("the Secured Obligations")

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

THE LONG-TERM CREDIT BANK OF JAPAN, LIMITED
18 KING WILLIAM STREET
LONDON

Postcode

EC4N 7BR

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

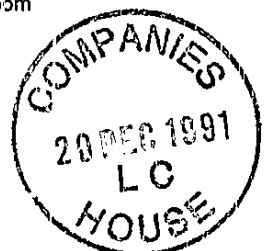
WILDE SAPTE
Queensbridge House
60 Upper Thames Street
London EC4V 3BD
Tel: 071 236 3050
Ref: JJ/L201324

Time critical reference

For official Use
Mortgage Section

20 DEC 1991

Post room



Short particulars of all the property mortgaged or charged

The Company, as beneficial owner, has charged in favour of the Chargee:-

- (1) By way of assignment, all the Company's right, title, benefit and interest in and to the Charged Account (being the account of the Company to be opened by the Company at a bank to be designated by the Chargee) including, without limitation, the balances standing to the credit of the Charged Account from time to time and at any time as a continuing security in favour of the Chargee.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

W. J. de Sante

Date

20/12/91

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

† 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.

Please do not
write in this
margin

Particulars of a mortgage or charge (continued)

Continuation sheet No. _____
to Forms Nos 395 and 410 (Scot)

Company number

2236190

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

Name of company

DARES DEVELOPMENTS (BRACKNELL) LIMITED

Limited*

*Delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
margin

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

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

names, addresses and descriptions of the foregoing.

- (2) By way of assignment, all the Company's right, title, benefit and interest in and to the Rents (as defined in the Charge) and all other monetary debts and claims (including things in action which give rise to a debt or debts) now or hereafter due or owing under or in connection with any leases or licences to which the Mortgaged Property (as defined below) is now or at any time may be subject and the full benefit of all rights and remedies of the Company relating thereto and all interest (if any) due or which becomes due in respect thereof from time to time and at any time.

N.B. The Company covenants in Clause 4(b) of the Charge that it will not, without the prior written consent of the Chargee sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Charged Property (as defined in the Charge) or create or suffer to exist any encumbrance upon or with respect to any of the Charged Property other than the Charge.

Mortgaged Property

All that freehold land or property together with the buildings from time to time thereon known as land to the north of Old Bracknell Lane West and land to the north side of Old Bracknell Lane, Bracknell, Berkshire as the same are registered at H.M. Land Registry under Title Number BK249936 and BK224918 and shall (where the context so admits) include all or any interest of the Company therein and all buildings, structures, erections, fixtures and appurtenances at any time thereon or thereat and all rights benefiting the same.

L201324

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 19th DECEMBER 1991
and created by DARES DEVELOPMENTS (BRACKNELL) LIMITED

for securing all moneys due or to become due from the Company to THE
LONG-TERM CREDIT BANK OF JAPAN under the terms of THE CHARGE

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 20th DECEMBER 1991

Given under my hand at the Companies Registration Office,
Cardiff the 3rd JANUARY 1992

No. 2236190

K F Thomas
K F THOMAS

an authorised officer

C.69

LC
31.9.92

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

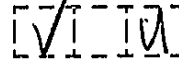
M23

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

To the Registrar of Companies

For official use

Company number



2236190

Name of company

* DARES DEVELOPMENTS (BRACKNELL) LIMITED ("the Mortgagor")

* insert full name
of company

Date of creation of the charge

17th March, 1992

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

Legal Mortgage ("the Legal Mortgage") made between the Mortgagor (1) and
The Long-Term Credit Bank of Japan, Ltd ("the Mortgagee") (2)

Amount secured by the mortgage or charge

692

All moneys obligations and liabilities whether actual or contingent
which as at 17th March 1992 or may at any time thereafter be or become
due owing or incurred to the Mortgagee by the Mortgagor anywhere whether
on any banking or other joint account or otherwise in any manner
whatsoever (whether alone or jointly with any other person and in
whatever style name or form and whether as principal or surety)
including the amounts of any acceptance or other credits or advances
and of any cheques notes or bills from time to time given or assumed
by the Mortgagee for or at the request of the Mortgagor together with
interest to date of repayment (both before and after judgment) at such
rates and upon such terms as may from time to time be payable commission
discount and other banking charges and any expenses however incurred by
the Mortgagee in relation to the Mortgagor or the Charged Assets
(defined as meaning the Property (hereinafter defined) and all other
assets estates interests proceeds policies shares and rights which are

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

THE LONG-TERM CREDIT BANK OF JAPAN, LTD. acting through its branch at 55
Bishopsgate London

Postcode

EC2N 3AX

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

WILDE SAPTE
Queensbridge House
60 Upper Thames Street
London EC4V 3BD

Ref: AMP/201278(F)

Time critical reference

For official Use
Mortgage Section

Post room

REGISTERED

18 MAR 1992



19 MAR 1992

Short particulars of all the property mortgaged or charged

The Mortgagor as beneficial owner:-

1. Charges ALL THAT freehold land lying to the north of Old Bracknell Lane West Bracknell Berkshire as the same is registered at H.M. Land Registry with Title Absolute under Title Number BK 287209 ("the Property") by way of legal mortgage including all fixtures fittings plant machinery and equipment annexed to it and in law forming part of it;
2. Charges by way of specific equitable charge any shares or membership rights or other rights ("the Shares") which the Mortgagor owns in any company or association of any kind connected or associated with the Property or the Mortgagor's estate or interest therein including any shares in any management company or tenant's association;

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)

Signed

Wilde Supte

Date

17th

March, 1992

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

† 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.

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company number

2236190

Name of company

DARES DEVELOPMENTS ((BRACKNELL)

Limited*

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

mortgaged charged or assigned to the Mortgagee by the Legal Mortgage) or in
towards or incidental to the preparation completion perfection or enforcement
of the Legal Mortgage or the realisation sale or other conversion of the
Charged Assets into money including legal and other costs on a full indemnity
basis and Value Added Tax thereon

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

Please do not
write in this
binding margin

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

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

3. Assigns by way of security to the Mortgagee all the benefit of every guarantee or covenant whether by a surety contractor or otherwise as at 17th March, 1992 or in future subsisting in respect of the Property or the Mortgagor's estate therein (subject to reassignment on redemption);
4. Charges and assigns by way of security (but subject to reassignment on redemption) all the Mortgagor's benefit of every insurance policy effected (whether or not pursuant to an obligation in the Legal Mortgage) in respect of the Property (other than third party and public liability policies) and all moneys or proceeds paid or payable to the Mortgagor thereunder or in respect thereof (but subject to all rights powers and other matters having actual priority in law to the rights conferred and the obligations imposed by the Legal Mortgage whether by virtue of the Fires Prevention (Metropolis) Act 1774 any prior mortgage or charge any subsisting lease or otherwise); and
5. Charges all moveable plant machinery equipment implements utensils building materials and furniture as at 17th March 1992 or from time to time placed on or used in or about the Property by way of floating security;

in each case to the Mortgagee as security for discharge on demand of all moneys obligations and liabilities covenanted to be paid or discharged by the Mortgagor to the Mortgagee

NOTE:-

- (a) The Mortgagee may by notice in writing to the Mortgagor convert the floating security created by clause 5 above into a specific charge as regards any assets specified in the notice which the Mortgagee shall consider to be in danger of being seized or sold under any form of distress or execution levied or threatened and may appoint a receiver thereof and the floating security shall crystallise insofar as it has not earlier done so upon any demand being made under the Legal Mortgage without the necessity for such demand to refer expressly to such crystallisation;
- (b) No development within the meaning of the Town and Country Planning Act 1990 or works requiring Listed Building Consent or Conservation Area Consent under the Planning (Listed Building and Conservation Areas) Act 1990 or in either case any act or acts amending or replacing the same ("the Planning Acts") may be undertaken or carried out on the Property without the relevant or necessary planning permission or consent prescribed in the Planning Acts having first been obtained and that no application for planning permission or consent under the Planning Acts in respect of the Property will be applied for without the previous written consent of the Mortgagee;
- (c) The Mortgagor will not without the previous written consent of the Mortgagee exercise any of the powers of leasing or of accepting surrenders conferred on mortgagors by the Law of Property Act 1925 nor grant any lease tenancy or licence to or allow or permit anyone to use or occupy or share occupation or use of the Property nor create or permit to subsist any mortgage charge floating security or other encumbrance in favour of any third party of or affecting the Property (whether in priority to or pari passu with or ranking in priority after the Legal Mortgage);

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Form No 395 and 410 (Scot)

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

Company number

2236190

Name of company

DARES DEVELOPMENTS (BRACKNELL)

Limited*

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

- (d) The Mortgagor will not change the use or uses to which the Property is as at 17th March 1992 put nor apply for any consent or authorisation which is required in connection with such change of use without the Mortgagee's prior written consent and will not in particular (but not by way of limitation) use the Property in any way which might render it liable to appear in the Register of potentially contaminated land established under Section 143 of the Environmental Protection Act 1990;
- (e) The Mortgagor will not without the previous written consent of the Mortgagee make any election in relation to the Property that any supply made by the Mortgagor in relation to it shall not be an exempt supply for the purposes of the Value Added Tax Act 1983 and any statute altering or amending that Act (whether under paragraph 2 of Schedule 6A to that Act or otherwise); and
- (f) The Legal Mortgage extends to and comprises not only the Property but also the proceeds of sale thereof and all compensation or grants payable or paid to or receivable by the Mortgagor in respect of the Property and all other estates and interests which the Mortgagor may have in the Property (including but not limited to estates or interests under any lease or tenancy of the Property or period of holding over after or statutory continuation of such lease or tenancy and any right to renew the same) and to the extent that such interests are not capable of being legally charged the Mortgagor as beneficial owners assigns the same to the Mortgagee (subject to reassignment on redemption) as security for the discharge on demand of all sums secured by the Legal Mortgage

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 17th MARCH 1992
and created by DARES DEVELOPMENTS (BRACKNELL) LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to THE LONG-TERM CREDIT BANK OF
JAPAN, LTD

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 18th MARCH 1992

Given under my hand at the Companies Registration Office,
Cardiff the 23rd MARCH 1992

No. 2236190

K F Thomas
K F THOMAS

an authorised officer

C.69a

POSTED
- 20.3.92 -