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COMPANIES FORM No. 395

Particulars of a mortgage or charge

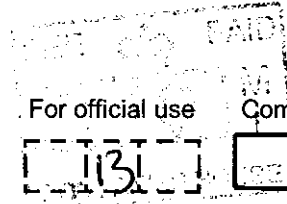
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395

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)



Company number

1972217

Name of company

* OPECPRIME PROPERTIES LIMITED (the "Chargor")

Date of creation of the charge

28 June 2002

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

Legal Charge dated 28 June 2002 (the "Charge") made between (1) the Chargor and (2) Anglo Irish Bank Corporation PLC and Anglo Irish Asset Finance PLC

Amount secured by the mortgage or charge

Please see schedule 1.

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

ANGLO IRISH BANK CORPORATION PLC and ANGLO IRISH ASSET FINANCE PLC
(jointly or separately referred to as the "Bank") both of
10 Old Jewry
London

Postcode EC2R 8DN

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

Taylor Joynson Garrett
Carmelite, 50 Victoria
Embankment, Blackfriars,
London, EC4Y 0DX

Ref: HXU/AIS/AIB-4-672

Time critical reference
020717M395AIS-opecprime

For official Use
Mortgage Section

Post room



LDS
COMPANIES HOUSE

LE2GNCLA

0481
18/07/02

CHFP025

Please do not write in this margin

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

*insert full name of Company

Short particulars of all the property mortgaged or charged

Please see schedule 2.

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 *Taylor Johnson Garrett*

Date *18 July 2002*

On behalf of ~~[company]~~ [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

DEFINITIONS

In these schedules:

"AIB" means Anglo Irish Bank Corporation PLC of 10 Old Jewry, London EC2R 8DN;

"AIAF" means Anglo Irish Asset Finance Plc of 10 Old Jewry, London EC3R 8DN;

"Bank" means either or both of AIB and AIAF;

"Beneficiaries" means the Bank and any company which is from time to time a member of the same group of companies as the Bank (each a **"Beneficiary"**);

"Building Contract" means any building contract entered into or to be entered into by the Chargor in relation to or for the purposes of any Development;

"Charged Property" means all property mortgaged, charged or assigned by the Charge;

"Development" means:

- (a) any works of construction on the Property; or
- (b) any refurbishment of the Property

in accordance with the plans and specifications approved or to be approved by or on behalf of the Bank;

"Development Contracts" means any Building Contract, the existing and future terms of appointment of any architects, quantity surveyors, engineers and other consultants or persons whose services are required for a Development, all existing and future warranty agreements in favour of the Chargor which relate to a Development, and any other existing and future agreement relating to the acquisition, construction, management, design, servicing, marketing, development, operation and use of the Property;

"Encumbrance" means a mortgage, charge, assignment by way of security, pledge, lien, any form of distress, attachment, execution or other legal process or any other type of encumbrance or security interest or any other type of arrangement (including any sale and leaseback or sale and repurchase arrangement) having or intended to have a similar effect;

"Hedging Agreement" means any existing and future interest rate exchange agreement or other contract the effect of which is or is intended to be to limit the net amount of interest payable by the Chargor in respect of the Secured Liabilities or any part thereof entered into by the Chargor with the Bank or any other counterparty approved by the Bank;

"Investment" means any existing and future shareholding of the Chargor in any management or similar company which shareholding is related to the Chargor's ownership of the Property.

"Lease" includes any underlease, tenancy, letting, licence, any document supplemental or collateral to any of them and any agreement to enter into any of them and the expression tenant will be construed accordingly;

"Property" means all that leasehold land known as Civic House, Grand Depot Road, Woolwich, London as registered at HM Land Registry under title number SGL305544;

"Receivables" means Rental Income and any amount payable to or for the benefit of the Chargor under any Hedging Agreement;

"Rental Income" means all amounts payable to or for the benefit of the Chargor in connection with the occupation of the Property including each of the following amounts:

- (a) rent including any increase of rent or interim rent agreed by the Chargor or payable pursuant to any provisions of the Landlord and Tenant Act 1954 and all other sums payable under any Lease;
- (b) sums payable from any deposit held as security for performance of any tenant's obligations or by any guarantor of those obligations;
- (c) any other monies payable in respect of occupation and/or use of the Property including any fixture for display or advertisement;
- (d) any profits, damages, compensation, settlement or expenses awarded or agreed as a result of any claim made by the Chargor in respect of the Property net of any costs, fees and expenses incurred but not reimbursed to the Chargor in connection with such claim;
- (e) any monies payable under any policy of insurance in respect of loss of rent;
- (f) 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;
and
- (g) any interest payable on any sum referred to above.

SCHEDULE 1

Amount secured by mortgage or charge

All liabilities of the Chargor owed or expressed to be owed to any of the Beneficiaries whether or not originally owed to any of the Beneficiaries and whether owed jointly or severally, as principal or surety or in any other capacity (the "**Secured Liabilities**").

SCHEDULE 2

Short particulars of property mortgaged or charged

Fixed Security

Under the Charge, as continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee:

- (a) charged to the Bank by way of legal mortgage the Property;
- (b) charged to the Bank by way of fixed charge its interest in:
 - (i) all existing and future fittings, plant, equipment, machinery, tools, furniture and other tangible movable property at the Property;
 - (ii) any Investment;
 - (iii) any Hedging Agreement;
 - (iv) all Receivables;
 - (v) to the extent not otherwise subject to any fixed security in favour of the Bank:
 - (A) any existing and future proceeds of any insurance of any Charged Property; and
 - (B) any sum now or at any time after the date of the Charge received by the Chargor as a result of any order of the court under sections 213, 214, 238, 239 or 244 of the Insolvency Act 1986;
- (c) assigned to the Bank by way of fixed charge its interest in and the benefit of the Development Contracts and of the agreements and other documents (if any) listed in schedule 2 of the Charge and the benefit of any guarantee or security for the performance of any of the Development Contracts or such agreements or other documents provided that if any Development Contract, agreement, other document, guarantee or security is expressed to be non-assignable then the Chargor charged to the Bank by way of fixed charge its interest in and the benefit of it.

NOTE:

The Debenture contains the following **negative covenants**:

Under the Debenture, the Chargor will not except with the prior written consent of the Bank:

- (a) dispose or purport or agree to dispose of any interest in or lend or grant any licence or other right over any property mortgaged, charged or assigned under clause 3 of the Charge (Fixed Security);
- (b) create, agree to create or allow to arise or remain outstanding any Encumbrance over any Charged Property;
- (c) redeem or purchase its own shares or provide financial assistance for such purposes or pay an abnormal sum by way of dividend;

- (d) terminate or amend in any material respect any Development Contract or release, settle or discharge any claim, right or entitlement which the Chargor may have under any Development Contract, whether by assignment, transfer, novation or otherwise; or
- (e) terminate or amend in any respect any Hedging Agreement or release, settle or discharge any claim, right or entitlement, which the Chargor may have under any Hedging Agreement, whether by assignment, transfer, novation or otherwise.

FILE COPY



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

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

COMPANY No. 01972217

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 28th JUNE 2002 AND CREATED BY OPECPRIME PROPERTIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANGLO IRISH BANK CORPORATION PLC AND ANGLO IRISH ASSET FINANCE PLC 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 JULY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th JULY 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

P.
J.M.