

# M

CHFP025

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

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

18114

1758817

Name of company

\* Rockeagle Estates Limited

Date of creation of the charge

24th August 1999

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

Legal Mortgage made between the Company (1) and the Mortgagee (2)

Amount secured by the mortgage or charge

See Annexure A

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

Woolwich plc whose registered office is at Watling Street, Bexleyheath,  
Kent

Postcode DA6 7RR

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

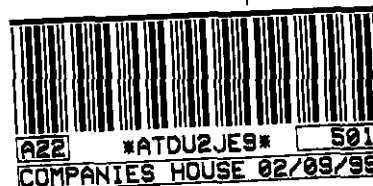
Addleshaw Booth & Co  
Sovereign House, PO Box 8,  
Sovereign Street, Leeds,  
LS1 1HQ

RFD/TZ/27932-2619

Time critical reference

For official Use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See Annexure B

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legibly, preferably  
in black type, or  
bold block  
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Particulars as to commission allowance or discount (note 3)

None

Signed Addleshaw Booth + Co.

Date 1st September 1999

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

A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

† delete as  
appropriate

## Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

## **Annexure A**

### Amount Secured

- (a) all monies obligations and liabilities from time to time due owing or incurred by the Company to the Mortgagee under the terms of the Charge or any offer (if any) by the Mortgagee to provide loan or other facilities to the Company as amended prior to the making of the original loan secured by the Charge and including any general conditions relating thereto or on any account whatsoever and whether actual or contingent in each case whether alone or jointly with any other person or body and in whatever style name or form and whether as principal or surety together with interest thereon at the interest rate to the date of repayment (whether before or after any demand made or judgement obtained) together with commission banking legal and other costs charges and expenses (on a full indemnity basis) and
- (b) all losses costs charges and expenses incurred by the Mortgagee in relation to any offer (if any) by the Mortgagee to provide loan or other facilities to the Company as amended prior to the making of the original loan secured by the Charge and including any general conditions relating thereto or the Charge and any security from time to time held by the Mortgagee for any liabilities of the Company and
- (c) all losses costs charges and expenses however incurred by the Mortgagee or any receiver or receivers appointed by the Mortgagee under the Charge in connection with the exercise by the Mortgagee or any receiver or receivers appointed by the Mortgagee under the Charge or any powers conferred by the Charge by statute or which they or either of them shall incur in connection with the recovery or attempted recovery of the liabilities referred to in paragraphs (a) - (e) of this Annexure A or the preservation or attempted preservation of this or any other security held by the Mortgagee for any liabilities of the Company to the Mortgagee and
- (d) all costs and expenses incurred by the Mortgagee in connection with any claims or proceedings brought by the Company or any third party or taken by the Mortgagee against the Company and/or any third party in connection with the validity of the Charge or the exercise of any right remedy or power of the Mortgagee whether conferred by the Charge or otherwise and
- (e) interest at the interest rate on all such monies charges obligations and liabilities and all such costs and expenses

The Charge is made for securing further advances (including re-advances) being all further advances in respect of which the relevant offer (if any) by the Mortgagee to provide loan or other facilities to the Company as amended prior to the making of the original loan secured by the Charge and including any general conditions relating thereto provides that the loan to be made should be secured by the Charge but the Mortgagee is not obliged to make any further advances.

## Annexure B

- 1 As security for the repayment and discharge of the Amount Secured the Company with full title guarantee :
  - 1.1 charged
    - 1.1.1 by way of legal mortgage all its right title and interest in the Property.
    - 1.1.2 the benefit of all gross rents licence fees and other monies receivable now or hereafter at any time by the Company in respect of or arising out of any lease licence or other agreement relating to the Property or otherwise without limitation derived by or paid to or received by the Company in respect of the Property (including without limitation all mesne profits) but excluding (except in the case of default on the part of the Company) insurance rents or service charges or the like and any value added tax thereon and all right title and interest to and in the same and the benefit thereof and the right to make demand for and to receive the same but so that *nothing in this sub-paragraph of the Charge nor any express arrangement in respect of the gross rents licence fees and other monies receivable now or hereafter at any time by the Company in respect of or arising out of any lease licence or other agreement relating to the Property or otherwise without limitation derived by or paid to or received by the Company in respect of the Property (including without limitation all mesne profits) but excluding (except in the case of default on the part of the Company) insurance rents or service charges or the like and any value added tax thereon under the Charge shall constitute the Mortgagee as mortgagee in possession*
    - 1.1.3 by way of floating charge all the undertaking of the Company and all its other property and assets whatsoever and wheresoever both present and future including (but without limitation) all moveable plant, machinery, implements, building materials, utensils, furniture and equipment now or from time to time belonging to the Company
  - 1.2 assigned to the Mortgagee
    - 1.2.1 the goodwill (if any) of the business (if any) carried on by the Company from or at the Property
    - 1.2.2 (so far as it is capable of so doing) the benefit of all licenses, authorisations, permissions and registrations relating to the Property and assets of the

Company mortgaged charged or assigned pursuant to terms of the Charge or the business (if any) carried on by the Company from or at the Property

1.3 So far as it is able the Company assigned to the Mortgagee (but subject to redemption):

1.3.1 the benefit of any covenant, agreement, option, undertaking, charge, right, indemnity or remedy relating to the Property or to the services to it.

1.3.2 the benefit of any compensation of any kind whatsoever available to the Company in respect of the Property

1.3.3 all rights whether or not in being at the date of the Charge which may be or become exercisable by the Company and any money which (ex gratia or otherwise) may be or become payable in respect of the Property or any damage or injury or depreciation relating to the Property

1.3.4 the benefit of any other obligation, security, right or indemnity affecting the Property with power for the Mortgagee to assign to any purchaser from the Mortgagee or to any transferee of the Charge anything which by the Charge is assigned to the Mortgagee

2 The Company covenanted with the Mortgagee:

2.1 to put and keep the Property in good and substantial repair and condition and not to erect or permit to be erected any building or structure on and not to make cause or permit to be made any alteration to the Property or to its use without the prior written consent of the Mortgagee and in the event of such consent being given to apply for any permissions or consents that may be required from any local authority or other body and to notify the Mortgagee of the granting or refusal of any such consents (as the case may be) and to observe and perform any conditions attached to such consents and to keep the Mortgagee fully and effectively indemnified against all costs, claims demands, actions, proceedings, damages and expenses whatsoever in respect of any such application and in respect of any conditions referred to above.

2.2 unless the Company and the Mortgagee agree that the Mortgagee should insure the Property (in which case the Company covenants to repay all premiums for such insurance paid by the Mortgagee which premiums shall constitute miscellaneous debits) to insure and keep insured the Property to its full reinstatement value with such insurers as the Mortgagee shall from time to time approve (such approval not to be unreasonably withheld) and whenever required by the Mortgagee to produce to the Mortgagee all such policies of insurance together with the receipt for the last premium payment and to repay all premiums for such insurance paid by the

Mortgagee (which shall constitute miscellaneous debits) as required by the Mortgagee and to apply any money received under any such policies of insurance towards making good the loss or damage in respect of which the money is received or (at the option of the Mortgagee) in or towards discharge of all moneys secured by the Charge and the Company shall hold any money received in respect of such policies of insurance on trust for the Mortgagee

- 2.3 to obtain and maintain in force insurance in relation to the business (if any) carried on by the Company from or at the Property and the property and assets of the Company mortgaged or charged or assigned pursuant to the terms of the Charge as the Mortgagee shall from time to time require which may include (without limitation) loss of profits, loss of rent, loss of licence, business interruption, public liability and employer's liability insurance in each case on terms which are acceptable to the Mortgagee
- 2.4 if the net proceeds of any sale by the Mortgagee of the Property or (as appropriate) the property and assets of the Company mortgaged or charged or assigned pursuant to the terms of the Charge shall be insufficient to discharge the Amount Secured in full to pay the deficiency to the Mortgagee on demand with interest on the deficiency from completion of the sale at the interest rate payable immediately before such completion
- 2.5 to pay to the Mortgagee interest at the interest rate (without any deduction) upon the amount of any judgement or order obtained under the Charge by the Mortgagee
- 2.6 to give to the Mortgagee on demand such information about and such opportunity to inspect the property and assets of the Company mortgaged or charged or assigned pursuant to the terms of the Charge as it may reasonably require
- 2.7 to provide the Mortgagee with copies of the Company's audited accounts as soon as they become available (and in any event within 3 months of the year end of the Company in the case of annual accounts and with 6 months of the half-year end of the Company in the case of interim or half-yearly accounts) and with copies of the Company's management accounts on a quarterly basis together with such information relating to the business as the Mortgagee may from time to time require
- 2.8 not to sell or otherwise dispose of the property and assets of the Company mortgaged or charged or assigned pursuant to the terms of the Charge or create any mortgage or charge over it without the prior written consent of the Mortgagee and (unless the Mortgagee has consented to the grant of any lease or licence pursuant to sub-paragraph 2.9 below) to keep the Property available for disposal with vacant possession
- 2.9 not to grant or agree to grant leases or accept or agree to accept surrenders of leases or vary or agree to vary the terms of any lease or grant or agree to grant any

contractual licence, right to possess or share occupation or possession in respect of the Property without the prior written consent of the Mortgagee

- 2.10 in any case where a lease or agreement relating to the Property or any part of it contains a provision for any rent or other sum to be agreed between the Company and any tenant or licensee the Company shall not agree any such rent or sum or agree to a reduction of that rent or sum without the prior written consent of the Mortgagee Provided that nothing contained in this provision of the Charge should prevent the Company from agreeing the amount of rent payable under any lease or agreement pursuant to a review procedure contained in the lease or agreement where the rent is to be reviewed to an open market level exceeding that payable immediately prior to the review
- 2.11 at all times during the continuance of the security to give to the Mortgagee such information in regard to the gross rents licence fees and other monies receivable now or hereafter at any time by the Company in respect of or arising out of any lease licence or other agreement relating to the Property or otherwise without limitation derived by or paid to or received by the Company in respect of the Property (including without limitation all mesne profits) but excluding (except in the case of default on the part of the Company) insurance rents or service charges or the like and any value added tax thereon as the Mortgagee shall require and if so requested to pay or instruct all or any tenants or any managing agents of the Property to pay the gross rents licence fees and other monies receivable now or hereafter at any time by the Company in respect of or arising out of any lease licence or other agreement relating to the Property or otherwise without limitation derived by or paid to or received by the Company in respect of the Property (including without limitation all mesne profits) but excluding (except in the case of default on the part of the Company) insurance rents or service charges or the like and any value added tax thereon direct to an account with the Mortgagee or to such other bank in the United Kingdom as the Mortgagee may designate in the name of the Company
- 2.12 immediately on receipt by the Company to give notice to the Mortgagee of (and pending direction from the Mortgagee to hold in trust for the Mortgagee) any monetary compensation relating to the property and assets of the Company mortgaged or charged or assigned pursuant to the terms of the Charge paid to the Company whether in exercise of statutory provisions or otherwise and to use such compensation for the repair or maintenance of the property and assets of the Company mortgaged or charged or assigned pursuant to the terms of the Charge or (as appropriate) its services or amenities or in reduction of the money owing to the Mortgagee under the Charge as the Mortgagee shall in its absolute discretion decide
- 2.13 duly to pay any charges and assessments which shall at any time be charged or imposed by any competent authority on the property and assets of the Company mortgaged or charged or assigned pursuant to the terms of the Charge.

- 2.14 to observe any restrictive covenants or other restrictions affecting the Property and to fulfil any obligation imposed on the Company by the Charge or otherwise in respect of the Property or its services and amenities
- 2.15 immediately to give notice to the Mortgagee of any notice order or proposal affecting the property and assets of the Company mortgaged or charged or assigned pursuant to the terms of the Charge which may be served on the Mortgagee (and to produce the same to the Mortgagee if required by the Mortgagee to do so) and of any defect, damage, injury or depreciation relating to the property and assets of the Company mortgaged or charged or assigned pursuant to the terms the Charge giving or which may give rise to a right or claim for damages, compensation or indemnity whether as of right or ex gratia or otherwise
- 2.16 to pay to the Mortgagee all costs and expenses incurred by the Mortgagee and its officers, employees and agents in connection with any requests for approvals to be given by the Mortgagee (whether or not granted) in pursuance of the provisions of the Charge
- 2.17 to pay to the Mortgagee upon a full indemnity basis any other costs and expenses incurred by the Mortgagee (including the cost of management time expended by the Mortgagee) and its officers, employees and agents in connection with the loan the property and assets of the Company mortgaged or charged or assigned pursuant to the terms the Charge or the enforcement of the Charge and such costs and expenses shall constitute a miscellaneous debit and shall be treated accordingly
- 2.18 to pay to the Mortgagee all monies payable under the terms of the Charge or the offer (if any) by the Mortgagee to provide loan or other facilities to the Company as amended prior to the making of the original loan secured by the Charge and including any general conditions relating thereto by the Company and all such monies shall (save as expressly otherwise provided in the Charge) constitute a miscellaneous debit and shall be treated accordingly
- 2.19 if so required by the Mortgagee to make adequate arrangements to ensure that the property and assets of the Company mortgaged or charged or assigned pursuant to the terms of the Charge is well and efficiently managed
- 2.20 to manage the business (if any) carried on by the Company from or at the Property in a prudent and efficient manner
- 2.21 to keep the items charged to the Mortgagee pursuant to the Charge repair and condition so that they can be used effectively in the running of the business (if any) carried on by the Company from or at the Property and to replace any such items which become damaged or worn out with replacement items of equal or superior quality



- 2.22 not to enter into any agreement which does or may adversely affect the value of the property and assets of the Company mortgaged or charged or assigned pursuant to the terms of the Charge.
- 2.23 in the terms set out in Part III and (if applicable) in Part IV of the Second Schedule to the Law of Property Act 1925
- 2.24 if under the terms of the Leasehold Reform Act 1967 and/or the Leasehold Reform Housing and Urban Development Act 1993 the Company shall obtain an extension of the term of any lease under which the Property, is held or shall acquire the freehold interest in the Property at its own expense when so required by the Mortgagee to execute a mortgage of such extension or freehold interest in favour of the Mortgagee to secure the Amount Secured by the Charge at that time owing to the Mortgagee under the Charge and to observe and perform all the obligations imposed on the Company by that Act
- 2.25 2.25.1 The Company shall promptly advise the Mortgagee of and if required by the Mortgagee provide the Mortgagee with copies of every contract or provision in respect of the property and assets of the Company mortgaged or charged or assigned pursuant to the terms of the Charge which is intended to comply with environmental laws
- 2.25.2 The Company shall immediately notify the Mortgagee of any potential for contamination affecting the property and assets of the Company mortgaged or charged or assigned pursuant to the terms of the Charge.
- 2.25.3 The Company shall immediately notify the Mortgagee of any material environmental claim made against the Company and supply such additional information with regard to such claim as the Mortgagee may require.
- 2.25.4 Where the Mortgagee has reasonable grounds for believing that any part of the property and assets of the Company mortgaged or charged or assigned pursuant to the terms of the Charge has been or may be subject to environmental contamination, if required by the Mortgagee the Company shall arrange and maintain an insurance policy to cover the likely cost of any necessary environmental remediation in respect of the site in the joint names of the Mortgagee and the Company. The sum insured should be an amount equivalent to the site value and the cost of development contract works. Insurance against the environmental claims in respect of the property and assets of the Company mortgaged or charged or assigned pursuant to the terms of the Charge must be taken out to the reasonable satisfaction of the Mortgagee
- 2.25.5 If the Property is a development property where the build programme is not yet complete, a full, detailed and satisfactory environmental specialist report in respect of contamination and pollution, to include a historical land

use survey and site investigation, will be required. The Company shall arrange and maintain an insurance policy to cover the likely cost of any necessary environmental remediation in respect of the site in the joint names of the Mortgagee and the Company. The sum insured will be an appropriate amount agreed between the Company and the Mortgagee and the term of the policy will be the duration of the contract works. The Company shall take out insurance against environmental claims in respect of the property and assets of the Company mortgaged or charged or assigned pursuant to the terms of the Charge to the reasonable satisfaction of the Mortgagee

- 2.25.6 If public liability cover does not specifically include claims resulting from pollution or contamination, providing a minimum cover of £5,000,000, the Company shall arrange and maintain an insurance policy to provide cover for liability for loss or damage to a third party property and death or injury to third parties resulting from pollution or contamination emanating from the site in the joint names of the Mortgagee and the Company. A limited of indemnity should be for a minimum of £5,000,000.
- 2.26 to enforce the warranties from the relevant contractors and consultants in respect of the rebuilding works at the Property in the event of any defects in the said rebuilding works.
- 3 Insofar as the Company has not otherwise covenanted to do so under the provisions of the Charge the Company covenanted to pay or (as appropriate) discharge the Amount Secured when the same fall due for payment or discharge and in the absence of any such agreement, upon demand.
- 4 The Company covenanted to pay to the Mortgagee any miscellaneous debit when the same falls due for payment under the terms of any agreement made between the Company and the Mortgagee as to how that payment should be made and, in default of any such agreement, upon demand.

"The Property" means: All that Freehold land and buildings known as site E Matford Park, Exeter, Devon and references to the Property include references to any part or parts of the Property and all fixtures which are now or at any future time may be affixed to it.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01758817

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 24th AUGUST 1999 AND CREATED BY ROCKEAGLE ESTATES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO WOOLWICH PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd SEPTEMBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th SEPTEMBER 1999.

P  
CJR



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



C O M P A N I E S   H O U S E