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\* insert full name  
of company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

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068083

# 395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies



For official use

Company number

121

3484352

Name of company

\* Ridgeland Properties Limited (the "Company")

Date of creation of the charge

10 August 1999

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

Debenture (the "Charge")

Amount secured by the mortgage or charge

All liabilities of the Company owed or expressed to be owed to Anglo Irish Bank Corporation Plc (the "Bank") or any company from time to time a member of the same group of companies as the Bank (an "Associated Company") whether or not originally owed to the Bank or an Associated Company and whether owed jointly or severally as principal or surety or in any other capacity (the "Secured Liabilities").

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

Anglo Irish Bank Corporation Plc  
Gracechurch House  
55 Gracechurch Street  
London EC3V 0EE

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

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

PXH/CAH 990810A.LFD

Time critical reference

For official use  
Mortgage Section

Post room



Please see attached schedule.

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Particulars as to commission allowance or discount (note 3)

Nil

Signed TAYLOR JOHNSON GARRETT

Date 11 August 1999

On behalf of [company] [~~mortgagee/chargee~~]<sup>†</sup>

<sup>†</sup> 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.

## **SCHEDULE**

### **1. Short particulars of all the properties mortgaged or charged**

#### **1.1 As continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee:**

- (a) charged to the Bank by way of legal mortgage all freehold or leasehold property owned by the Company at the date of the Charge including the Property;
- (b) charged to the Bank by way of equitable mortgage its interest in any freehold or leasehold property acquired by the Company after the date of the Charge;
- (c) charged to the Bank by way of fixed charge its interest in:
  - (i) all existing and future fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property;
  - (ii) any Investment;
  - (iii) any Hedging Agreement;
  - (iv) its existing and future goodwill and uncalled capital;
  - (v) all existing and future cash at bank;
  - (vi) any Intellectual Property;
  - (vii) any money at the date of the Charge or at any time thereafter standing to the credit of any Designated Account; and
  - (viii) 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 at the date of the Charge or at any time thereafter received by the Company as a result of any order of the court under sections 213, 214, 238, 239 or 244 of the Insolvency Act 1986;
- (d) charged and assigned to the Bank by way of fixed security its interest in the Debts and the benefit of the Debts and any guarantee or security for the payment of any Debts provided that if any such guarantee or security is expressed to be non-assignable then the Company charged to the Bank by way of fixed security its interest in and the benefit of it; and
- (e) assigned to the Bank by way of fixed charge its interest in and the benefit of the Development Contracts and the benefit of any guarantee or security for the

performance of any of the Development Contracts provided that if any Development Contract, guarantee or security is expressed to be non-assignable then the Company charged to the Bank by way of fixed charge its interest in and the benefit of it;

- (f) charged to the Bank by way of fixed charge, all other existing and future property of the Company not referred to in paragraphs (a) - (e) above (other than the Company's stock in trade or work in progress); and
- (g) charged to the Bank by way of floating charge the whole of its existing and future undertaking and property to the extent not otherwise at any time subject to any fixed charge in favour of the Bank.

1.2 The Charge contains the following covenants:

- (a) the Company will not except with the prior written consent of the Bank sell, assign, charge, discount, factor or otherwise deal with any of the Debts, or (save for minor bad debts) compound, release or do anything by virtue of which the collection and recovery of any of the Debts may be impeded, delayed or prevented;
- (b) the Company will not except with the prior written consent of the Bank:
  - (i) dispose or purport or agree to dispose of any interest in or lend or grant any licence or other right over any property referred to in paragraphs 1.1 (a) - (f) or, save for full consideration in money or money's worth and in the ordinary course of the Borrower's business, dispose of any interest in or lend or grant any licence or other right over any of the property referred to in paragraph 1.1 (g);
  - (ii) create, agree to create or allow to arise or remain outstanding any Encumbrance over any Charged Property;
  - (iii) redeem or purchase its own shares or provide financial assistance for such purposes or pay an abnormal sum by way of dividend; or
  - (iv) terminate or amend in any material respect any Development Contract or release, settle or discharge any claim, right or entitlement which the Company may have under any Development Contract, whether by assignment, transfer, novation or otherwise.
- (c) The Company will not permit any person:
  - (i) to be registered as proprietor under the Land Registration Acts 1925 to 1988 of any Real Property nor create or permit to arise any overriding interest (as defined in such Acts) affecting the Real Property; or
  - (ii) to become entitled to any proprietary right or interest which might affect the value of the Real Property.

- (d) the Company's statutory and any other powers of entering into Leases and accepting or agreeing to accept surrenders of Leases will be excluded and will not be exercisable by the Company in relation to the Real Property and the Company will not without the prior written consent of the Bank:
  - (i) part with possession or occupation of, confer any licence or right to occupy nor confer any interest in any Real Property;
  - (ii) grant any permission to assign, underlet or part with possession or occupation of any Real Property;
  - (iii) agree or permit any amendment to or waiver of the terms of any Lease (including any Lease under which the Company is tenant); or
  - (iv) exercise any power to determine any Lease.

## 2. Definitions

In this schedule and the Charge, the following expressions have the following meanings:

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

**"Charged Property"** means all property mortgaged, charged or assigned by this deed;

**"Debts"** means all existing and future book and other debts and rights to money and income (including Rental Income) liquidated and unliquidated owing to the Company including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but not including cash at bank;

**"Designated Account"** means:

- (a) any account of the Company with the Bank; or
- (b) any account of the Company with any other bank which has been notified of the interest of the Bank and Associated Companies in such account and has agreed in writing not to permit withdrawals from such account except with the written consent of the Bank;

**"Development"** means:

- (a) any construction on the Property of houses, flats, offices and other buildings, roads, sewers and services; 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 Company 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 Company in respect of the Secured Liabilities or any part thereof entered into by the Company with the Bank or any other counterparty approved by the Bank;

**"Intellectual Property"** means any existing and future right in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing;

**"Investment"** means any existing and future:

- (a) stock, share, bond or any form of loan capital of or in any legal entity;
- (b) unit in any unit trust or similar scheme;
- (c) warrant or other right to acquire any such investment,

and, to the extent not constituting a Debt, any income, offer, right or benefit in respect of any such investment;

**"Law"** includes common law, any statute, by-law, regulation or instrument and any kind of subordinate legislation; and any order, requirement, code of practice, circular, guidance note, licence, consent or permission made or given under any of the foregoing;

**"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:

- (a) all that freehold land known as Tollgate House Houlton Street St. Pauls Bristol registered at HM Land Registry under title number AV24608
- (b) all that freehold land on the west side of Frome Street Bristol registered at HM Land Registry under title numbers AV28886 and BL41787
- (c) all that freehold land being the sites of 20 and 22 Frome Street St. Pauls Bristol registered at HM Land Registry under title number BL41788
- (d) all that freehold land on the east side of Dale Street St. Pauls Bristol registered at HM Land Registry under title number AV28887

**"Real Property"** means all freehold or leasehold property forming part of the Charged Property;

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

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

**"Secured Liabilities"** means all liabilities of the Company owed or expressed to be owed to the Bank or an Associated Company whether or not originally owed to the Bank or an Associated Company and whether owed jointly or severally, as principal or surety or in any other capacity.



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

FILE COPY

COMPANY No. 03484352

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED 10TH AUGUST 1999 AND CREATED BY RIDGELAND PROPERTIES LIMITED FOR SECURING ALL LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE CHARGEES OR ANY COMPANY FROM TIME TO TIME A MEMBER OF THE SAME GROUP OF COMPANIES AS THE CHARGEES (AN "ASSOCIATED COMPANY") WHETHER OR NOT ORIGINALLY OWED TO THE CHARGEES OR AN ASSOCIATED COMPANY AND WHETHER OWED JOINTLY OR SEVERALLY AS PRINCIPAL OR SURETY OR IN ANY OTHER CAPACITY WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985, ON THE 14TH AUGUST 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF ON THE 18TH AUGUST 1999.

*St for*



C O M P A N I E S   H O U S E



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES