

M

COMPANIES FORM No. 395

nr/t20/097800 v2

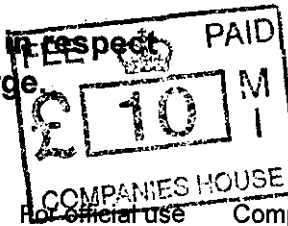
Particulars of a mortgage or charge

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)



[1][5]

Company number

03729116

Name of company

* Precis (1730) Limited

Date of creation of the charge

21 February 2002

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

(Legal Charge) dated 21 February 2002, (between Carisbrooke Swavesey Limited Partnership acting through its general partner Carisbrooke Swavesey General Partner Limited (the "Chargor") (1), Precis (1730) Limited (the "Nominee") (2) and Anglo Irish Bank Corporation Plc (the "Bank") (3) (the "Legal Charge")

Amount secured by the mortgage or charge

The Secured Liabilities are: ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER TO THE CHARGE

All or any of the present or future, actual or contingent liabilities of the Borrower owed or expressed to be owed to the Bank (and/or the Beneficiaries) whether as borrower under the Loan Agreement or otherwise under any other Finance Document whether or not originally owed to any of the Bank or the Beneficiaries and whether owed jointly or severally, as principal or surety or in any other capacity.

10.

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

Anglo Irish Bank Corporation Plc 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

For official Use
Mortgage Section

Post room



A49
COMPANIES HOUSE

0819
26/02/02

Time critical reference
PXH020222B M395 Precis

Short particulars of all the property mortgaged or charged

Please see the attached schedule.

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 Jayson Garrett

Date 22 February 2002

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 CF14 3UZ

SCHEDULE

Short particulars of all the Charged Property

1. Definitions

In this Legal Charge the following expressions have the following meanings:

"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"**);

"Borrower" means the Partnership acting by the General Partner as borrower under the Loan Agreement;

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

"Business Day" has the meaning ascribed to it by the Loan Agreement;

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

"Confirmation Letter" has the meaning ascribed to it by the Loan Agreement;

"Designated Account" means:

- (a) any account of the Chargor with the Bank including the Proceeds Account and the Rectification Account; or
- (b) the Rent Account;

"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 (if any) 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;

"Enforcement Event" means an Event of Default under and as defined in the Loan Agreement;

"Environmental Law" means any Law concerning the protection of the environment or human health, the condition of the Property or of any place of work or the production, storage, treatment, transport or disposal of any substance capable of causing harm to any living organism or the environment;

"Estate Management Agreement" means the agreement made or to be made between (1) Plot 6 Buckingham Management Limited, (2) Hamer Flower Seeds Limited, (3) FG Life Pensions Limited, (4) Crystal Development Limited and (5) Carisbrooke Swavesey General Partner Limited and Precis (1730) Limited for the management of the Access Road and Estate Common Parts in the form produced to the Bank's solicitors before the date of this Legal Charge;

"Estate Management Disposal" means the transfer of the Estate Common Parts and the Access Road (as those terms are defined in the Estate Management Agreement) part comprising of Plot 6, Buckingham Business Park to Plot 6 Buckingham Management Limited in the form produced to the Bank's solicitors before the date of this Legal Charge;

"Hedging Document" has the meaning ascribed to it by the Loan Agreement;

"Loan Agreement" means a loan agreement made between the Partnership acting by the General Partner as borrower (1) the General Partner as obligor (2) and the Bank (3) dated on or about the date of this Legal Charge which expression shall include the agreement as extended, amended, modified, supplemented or varied from time to time;

"Finance Documents" has the meaning ascribed to it by the Loan Agreement;

"Interest Payment Date" has the meaning ascribed to it by the Loan Agreement;

"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,

of the Chargor or the Nominee in any company which manages or has any interest in the Property;

"Law" includes common law, any statute, by-law, regulation or instrument and any kind of subordinate legislation applicable in the United Kingdom; 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;

"LPA" means the Law of Property Act 1925;

"Managing Agent" has the meaning ascribed to it by the Loan Agreement;

"Proceeds Account" has the meaning ascribed to it by the Loan Agreement;

"Property" means the property described in schedule 1;

"Rectification Account" has the meaning ascribed to it by the Loan Agreement;

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

"Receiver" means any receiver appointed over any Charged Property whether under this Legal Charge or by order of the court on application by the Bank and includes a receiver and manager and an administrative receiver;

"Rent Account" has the meaning ascribed to it by the Loan Agreement;

"Rent" has the meaning ascribed to it by the Loan Agreement;

"Secured Liabilities" means all or any of the present or future, actual or contingent liabilities of the Borrower owed or expressed to be owed to the Bank and/or the Beneficiaries whether as borrower under the Loan Agreement or otherwise under any other Finance Document whether or not originally owed to any of the Bank or the Beneficiaries and whether owed jointly or severally, as principal or surety or in any other capacity; and

"Security Document" means any document including this Legal Charge executed by the Chargor or any third party which grants security rights or rights by way of guarantee or indemnity in respect of the Secured Liabilities.

2. **Fixed Security**

2.1 As continuing security for the payment of the Secured Liabilities each of the Chargor and the Nominee:

- (a) charges to the Bank by way of legal mortgage its interest (including any interest of the Partnership) in the Property;
- (b) charges to the Bank by way of fixed charge its interest in:

- (i) all existing and future fittings, plant, equipment, machinery, tools and other tangible movable property situate on or at the Property of which the Chargor and/or the Nominee is the owner;
- (ii) any Investment;
- (iii) any Hedging Document;
- (iv) all Receivables; + 95
- (v) any money now or at any time after the date of this Legal Charge standing to the credit of any Designated Account; and
- (vi) 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 this Legal 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 from the Bank or otherwise in connection with the Finance Documents;
- (c) charges and assigns to the Bank as trustee for itself and the Beneficiaries by way of fixed security its interest in and any guarantee or security for the payment of any Receivables provided that if any such guarantee or security is expressed to be non-assignable then either or both of the Chargor and the Nominee charges to the Bank as trustee for itself and the Beneficiaries by way of fixed security its interest in and the benefit of it;
- (d) assigns to the Bank as trustee for itself and the Beneficiaries by way of fixed charge its interest in and the benefit of the Development Contracts and its rights as against any Managing Agent 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 either or both of the Chargor and the Nominee charges to the Bank as trustee for itself and the Beneficiaries by way of fixed charge its interest in and the benefit of it.

2.2 The security granted pursuant to clause 3.1 is granted:

- (a) by the Chargor with full title guarantee; and
- (b) by the Nominee with limited title guarantee.

2.3 It is agreed that any security interest granted over the Rent Deposit (as defined in the Loan Agreement) under clause 3 is in respect only of the Chargor's interest in such Rent Deposit.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03729116

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE BETWEEN CARISBROOKE SWAVESEY LIMITED PARTNERSHIP ACTING THROUGH ITS GENERAL PARTNER CARISBROOKE SWAVESEY GENERAL PARTNER LIMITED (THE "CHARGOR") (1), PRECIS (1730) LIMITED (THE "NOMINEE") (2) AND ANGLO IRISH BANK CORPORATION PLC (THE "BANK") (3) DATED THE 21st FEBRUARY 2002 AND CREATED BY PRECIS (1730) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER TO ANGLO IRISH BANK CORPORATION PLC AND/OR THE BENEFICIARIES 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 26th FEBRUARY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th FEBRUARY 2002.

Postman



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES