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CHFP004

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write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

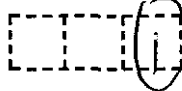
A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



3729116

Name of company

• PRECIS (1730) LIMITED (the "Trustee")

Date of creation of the charge

8 December 1999

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

Legal Mortgage made between (1) the Trustee and Carisbrooke Swavesey General Partner Limited (together the "Trustees"),
(See Continuation Sheet 1, page 1)

Amount secured by mortgage or charge

All moneys, debts and liabilities from time to time due owing or incurred by the Trustees and/or the Principal Debtor to the Lender under the loan agreement dated 2 December 1999 (the "Loan Agreement") and made between (1) J.F. Miller Properties Limited (the "Lender") and (2) Carisbrooke Swavesey General Partner Limited as general partner of Carisbrooke Swavesey Limited Partnership (the "Principal Debtor") and/or the Mortgage

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

J.F. Miller Properties Limited (the "Lender")

8 Suffolk Street

London

Postcode

SW1 4HG

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

Davies Arnold Cooper

6-8 Bouverie Street

London EC4B 4DL

Ref: 622/Precis(1730)Ltd.ofd

Time critical reference

For official Use
Mortgage Section

Post room

A05
COMPANIES HOUSE0554
11/12/99b2r
20x2
129582

395

Short particulars of all the property mortgaged or charged

In consideration of the Lender granting or continuing to make available finance facilities or other accommodation for so long as it may think fit to the Trustees or the Principal Debtor, by way of continuing security in favour of the Lender for the payment and discharge of the Secured Liabilities, the Trustees or the Principal Debtor (as the case may be) with full title guarantee hereby charge or charges to the Lender or assigns to the Lender (as the case may be) the property set out below in the manner set out below:

1. Scheduled Property

By way of fixed charge by way of legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property in existence at the date of this Mortgage.

2. Rent

By way of absolute assignment and not by way of charge only, all the Trustees' rights, title, interest and benefit in and to the Rent.

(See Continuation Sheet 1, page 4)

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

Particulars as to commission allowance or discount (note 3)

Nil

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

Signed

Davies Arnold Cooper

Date

9 December 1999

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.
- 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, DX: 33050 Cardiff

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)
Particulars of a mortgage or charge
(continued)

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

Company number

3729116

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

Name of company

PRECIS (1730)

Limited *

* delete if
inappropriate

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

(2) the Principal Debtor and (3) the Lender (the "**Mortgage**")

Legal Mortgage dated 8 December 1999.

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

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

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Short particulars of all the property mortgaged or charged (continued)

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3. Plant and Machinery

By way of fixed charge, the Plant and Machinery.

4. Future Plant and Machinery

By way of fixed charge, the Future Plant and Machinery.

5. Goodwill

By way of fixed charge, all the goodwill and the proceeds of any insurance from time to time affecting the Scheduled Property or the Charged Property for the time being of the Trustees and to the extent that they are not the Trustees', the Principal Debtor.

Please complete
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bold black
lettering

DEFINITIONS:

"Charged Property" means the whole or any part of the property, assets, income and undertaking of the Trustees from time to time mortgaged, charged or assigned to the Lender pursuant to the Mortgage.

"Fixtures" means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Trustees and deemed by law to be immovable property other than tenant's fixtures.

"Future Plant and Machinery" means all plant and machinery, equipment, fittings, installations, apparatus, tools, motor vehicles and all other such assets (other than Fixtures) whatsoever, wherever situate, which become the property of the Trustees after the date of the Mortgage.

"Occupational Leases" means all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Charged Property, the immediate reversion to which is vested in the Trustees.

"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other such assets (other than Fixtures) whatsoever, wherever situate, which are the property of the Trustees at the date of the Mortgage.

"Rent" means all rent and other sums, present or future, owing to the Trustees by any person occupying the whole or any part of the Charged Property under any Occupational Lease including any penalties, fines or interest relating to any Taxes on such rent but excluding all amounts payable in respect of insurance, insurance rents, service charges such Taxes and other sums and any other running costs.

"Rights" means all the Trustees' rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Trustees' rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by the Trustees or any person deriving title from the Trustees) from time to time over or in respect of the whole or any part of the Charged Property.

(See Continuation Sheet 2, page 4)

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)
Particulars of a mortgage or charge
(continued)

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

Company number

3729116

**Please complete
legibly, preferably
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bold block lettering**

Name of company

PRECIS (1730)

Limited *

* delete if
inappropriate

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

Legal Mortgage dated 8 December 1999.

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

Please do not
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Please complete
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge
(continued)

Please do not write
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Short particulars of all the property mortgaged or charged (continued)

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“Scheduled Property” means all the property known as land at plot 6, Buckingham Road, Swavesey, Cambridgeshire registered at HM Land Registry with title number CB108820 including, without limitation, all Fixtures on such property.

Please complete
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“Taxes” means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected or withheld pursuant to any regulation having the force of law and **“Taxation”** shall be construed accordingly.

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**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 MORTGAGE DATED THE 8th DECEMBER 1999 AND CREATED BY PRECIS (1730) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE TRUSTEES AND/OR THE PRINCIPAL DEBTOR TO J.F. MILLER PROPERTIES LIMITED UNDER THE LOAN AGREEMENT DATED 2 DECEMBER 1999 AND/OR THE MORTGAGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th DECEMBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th DECEMBER 1999.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E