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CHFP041

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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 £13 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

7

03831148

Name of company

*Castlemore (Temple Quay 2) Limited (the "Company")

Date of creation of the charge

20 May 2008

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

Legal Mortgage made between the Company (1), and the Bank (2) (the "Mortgage")

Amount secured by the mortgage or charge

Please see Part 1 of attached Schedule

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

Lloyds TSB Bank plc acting through its office at Ground Floor, Phase 2, PO Box 112,
Canons House, Canons Way, Bristol (the "Bank")

Postcode BS99 7LB

Presenter's name, address and
reference (if any)

Osborne Clarke
2 Temple Back East
Temple Quay
Bristol BS1 6EG
DRH/0924635

For official use (02/2008)
Mortgage Section

MONDAY



A35 *A15XJ084* 127
02/06/2008
COMPANIES HOUSE

Time critical reference

421300/91

395

Short particulars of all the property mortgaged or charged

Please see Part 2 of attached Schedule

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legibly, preferably
in black type or
bold block
lettering

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Osborne Clarke

Date 2 June 2008

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 situated 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. 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.

Castlemore (Temple Quay 2) Limited (the "Company")

Schedule to Form M395

Part 1 – Amount secured by the Mortgage

- 1 Under the Mortgage the Company shall on demand pay to the Bank or discharge, as the case may be, all the Secured Liabilities when the Secured Liabilities become due.
- 2 Under the Mortgage the Company shall pay to the Bank interest on the Secured Liabilities (after as well as before any demand made or judgment obtained or the liquidation or administration of the Company) at the Default Rate upon such days as the Bank may from time to time determine and such interest shall be compounded in the event of it not being punctually paid with quarterly rests in accordance with the usual practice of the Bank but without prejudice to the right of the Bank to require payment of such interest when due
3. Under the Mortgage the Company shall on demand pay to the Bank or the receiver, as the case may be, and discharge all Costs payable by it pursuant to the Mortgage on a full and unlimited indemnity basis, together with interest at the Default Rate calculated under the Mortgage from the date the relevant Cost was expended, incurred or suffered (whichever is the earlier) by the Bank or the receiver, as the case may be, until full discharge of such Cost

Part 2 – Short particulars of all the property mortgaged or charged

1. Under the Mortgage the Company with full title guarantee and by way of continuing security in favour of the Bank for the payment and discharge of the Secured Liabilities, charged to the Bank or assigned to the Bank (as the case may be) the property set out below in the manner set out below (The assignment set out below is an absolute assignment for the purposes of Section 136 of the 1925 Act (Legal assignments of things in action) and is not made by way of charge only):

1.1 *Scheduled Property*

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

1 2 *Rent*

By way of absolute assignment, all the Company's rights, title, interest and benefit in and to the Rent.

In addition, under the terms of the Mortgage, the Company gave the following covenants and undertakings:

Additional Charging Provisions

2. Negative Pledge

Under the Mortgage the Company shall not

- 2.1 create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property except for any Permitted Security Interest;
- 2.2 convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Charged Property;
- 2.3 permit or agree to any variation of the rights attaching to the whole or any part of the Charged Property; or
- 2.4 do, cause or permit to be done anything which may in the opinion of the Bank, in any way depreciate, jeopardise or otherwise prejudice the value to the Bank (whether monetary or otherwise) of the whole or any part of the Charged Property.

3 Further Assurance

The Company shall.

- 3.1 forthwith, at any time if so required by the Bank, at its own expense execute and deliver to the Bank such further legal or other mortgages, charges, assignments, securities, authorities and documents as the Bank may in its discretion require of the whole or such part of the Charged Property as the Bank may specify, in such form as the Bank may in its discretion require, to secure the payment or discharge of the Secured Liabilities, including, without limitation, in order to vest the whole or such part of the Charged Property in the Bank, the nominee of the Bank or in any purchaser from the Bank or the receiver;
 - 3.2 pending the execution and delivery of any such assignments, hold such Charged Property upon trust for the Bank subject to the provisions of the Mortgage; and
 - 3.3 pending the execution and delivery of any such mortgages, charges, or other security, hold such Charged Property subject to the provisions of the Mortgage
- 4. Power of attorney**
- 4.1 Under the Mortgage the Company irrevocably appointed, by way of security the Bank, each person deriving title from the Bank and the receiver, jointly and severally to be its attorney (with full power to appoint substitutes and to sub-delegate) for it, in its name, on its behalf and as its act and deed or otherwise to sign or execute any deed or document or do any act or thing which the Company is, or may become, obliged to sign, execute or do pursuant to the Mortgage or which the Bank, the receiver or any person deriving title from the Bank or the Receiver may in the discretion of such

person think fit in connection with the exercise of any of the powers of such person or the realisation of any security constituted by the Mortgage

5. Cumulative and continuing security

- 5 1 The Mortgage is a continuing security to the Bank regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstance which, but for this clause, might affect or diminish its effectiveness
- 5 2 The security constituted by the Mortgage is in addition to, is not in substitution for, is without prejudice to, and does not merge with, any rights whatsoever which the Bank may have, whether in respect of the Secured Liabilities or otherwise, including, without limitation, any rights arising under any other Security Interest, any bill, note, guarantee, contract or applicable rule of law.

Part 3 - Definitions

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

"Costs" means all costs, charges or expenses of whatsoever nature (including, without limitation, legal fees) including, without limitation, disbursements and any Value Added Tax to be charged on such costs, charges, expenses and disbursements.

"Credit Agreement" means the overdraft "Landbank" facility letter entered into between the Bank and Castlemore (Securities 2) Limited on or about the date of the Mortgage in respect of an overdraft facility of up to £25,000,000.

"Default Rate" means the default rate of interest set out in the Credit Agreement

"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 Company

"Permitted Security Interest" means

- (a) the security constituted by the Mortgage,
- (b) any Security Interest permitted under the Credit Agreement or otherwise consented to in writing by the Bank; and
- (c) liens arising by operation of law in the ordinary course of business

"Rent" means all rent and other sums, present or future, owing to the Company 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 and such Taxes and other sums.

"Scheduled Property" means all the property set out in the following table:

Short Description of Property	Title Number (if any)
Land to the north east side of Avon Street, Bristol	AV232609, AV251949. AV43870 and AV251097
All that land to the south side of Avon Street, Bristol as comprised in title number BL75598 and within the area shown edged red on the plan numbered SKC140C attached at Schedule 1 Part 2 but excluding	BL75598 (Part)

the land comprised in the ND3
Transfer and the ND4 Transfer

"Secured Liabilities" means all moneys, debts, obligations and liabilities from time to time due, owing or incurred by the Company to the Bank or its assignee or successor on any current or other account whatsoever or otherwise in any manner whatsoever, in each case

- (a) whether present or future,
- (b) whether alone or jointly with any other person,
- (c) whether actual or contingent,
- (d) whether as principal or as surety,
- (e) in whatsoever name, firm or style;
- (f) in whatsoever currency denominated; or
- (g) otherwise,

including, without limitation, all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting notes or bills, under bonds, guarantees, indemnities, documentary or other credits or any instruments from time to time entered into by the Bank for or at the request of the Company together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees, costs and other charges (including, without limitation, legal fees) on a full indemnity basis

"Security Interest" means any mortgage, charge, assignment, pledge, lien, right of set-off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including, without limitation, any **"hold-back"** or **"flawed asset"** arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback arrangement, trust agreement, declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security

"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.



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

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

**COMPANY NO. 3831148
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 20
MAY 2008 AND CREATED BY CASTLEMORE (TEMPLE QUAY 2)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO LLOYDS TSB BANK 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 2 JUNE 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 JUNE 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES