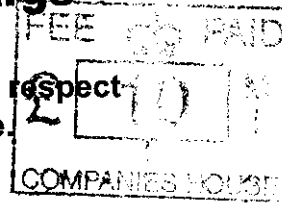


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COMPANIES FORM No. 395

131866/460

Particulars of a mortgage or charge



395

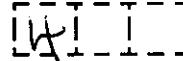
A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



04289437

Name of company

* Precis (2109) Limited (the "Chargor")

Date of creation of the charge

9 July 2004

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

Debenture made between the Chargor (1) Precis (2108) Limited (2) and the Agent (3) (the "Debenture")

Amount secured by the mortgage or charge

Please see attached schedule

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

Anglo Irish Bank Corporation plc
10 Old Jewry
London
(the "Agent")

Postcode EC2R 8DN

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

Taylor Wessing
Carmelite, 50 Victoria
Embankment, Blackfriars,
London, EC4Y 0DX

PXH/AXA

Time critical reference

AIB-4-638/Precis 2109

For official Use
Mortgage Section

Post room



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

SS

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Layler Wessing

Date

26 July 04

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 the property charged

Definitions

"Administrator" means any administrator of the Chargor appointed by the Agent under paragraph 14 of schedule B1 to the Insolvency Act 1986;

"Ancillary Rights" means the benefit of all contracts, agreements, rights and covenants to which each Chargor is or may be entitled in connection with the Charged Property or any part thereof including the construction, repair or maintenance of any building on any Real Property and the benefit of any guarantee, indemnity or similar instrument made or given in connection with any of the same;

"Beneficial Owner" means The Chancerygate (AA No.2) Limited Partnership (registration number LP005926) acting by its general partner Chancerygate (AA No.2) General Partner Limited (company number 03630803);

"Beneficial Owner Debenture" means the debenture granted by the Beneficial Owner to the Agent on or around the date hereof;

"Beneficiaries" means the Agent, each Bank and, if applicable, the Agent in its capacity as Hedge Counterparty;

"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 and Service Charge but excluding amounts paid in respect of or by reference to Value Added Tax) liquidated and unliquidated owing to any Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but not including cash at bank;

"Development" means:

- (a) any works of construction on any Real Property; or
- (b) any refurbishment of any Real Property,

which are proposed to be carried out by a Chargor in accordance with plans and specifications approved or to be approved by or on behalf of the Agent (acting reasonably);

"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 any Chargor which relate to a Development, and any other existing and future agreement relating to the construction, design and development of any Real 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 any of the following events:

- (a) a failure by any Chargor to pay any Secured Liability on the date on which it is due taking into account any grace period under the Loan Agreement;
- (b) a failure by any Chargor to pay on demand any Secured Liability which is payable to the Agent on demand; or
- (c) any event by virtue of which any Secured Liability becomes due before the date on which it would otherwise be due for payment;

"Environmental Law" means any Law concerning the protection of the environment or human health, the condition of any Real 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;

"Finance Documents" means:

- (a) this agreement;
- (b) the Security Documents;
- (c) any Hedging Document; and
- (d) any Intercreditor Agreement

"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 any Chargor in respect of the Secured Liabilities or any part thereof whether entered into by such Chargor with the Agent or with any other counterparty;

"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:

- (a) any shares or other securities of which the Chargor is the owner from time to time;
- (b) all stocks, shares and other securities offered by way of redemption, bonus, preference or option or otherwise in respect of any of the shares referred to in (a) above; and
- (c) any existing and future stock, share, bond or any form of loan capital of or in any legal entity, unit in any unit trust or similar scheme or warrant or other right to acquire any such investment(s),

and any income, offer, right or benefit in respect of such investment(s);

"Law" includes common law, any statute, bye-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;

"Loan Agreement" means a replacement loan agreement dated 29 January 2004 made between the borrowers named therein (1) the guarantors named therein (2) the banks named therein (3) and the Agent (4) as supplemented by supplemental agreements dated 16 February 2004 and 25 March 2004 and as may be extended, amended, modified, supplemented or varied from time to time;

"LPA" means the Law of Property Act 1925;

"Obligors" means the Borrowers, the Guarantors, the Nominees and any New Obligor or any of them as the context may require;

"Property" means all that freehold property known as The Arndale Centre, Otley Road, Headingley, Leeds as the same is registered at HM Land Registry under title number WYK462076;

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

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

"Rent Account" means any bank account of any Chargor into which Rental Income or Service Charge is or may be payable;

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

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

"Secured Liabilities" means all or any of the present or future, actual or contingent liabilities and obligations of the Obligors or any Chargor under or arising from this deed or the Finance Documents owed or expressed to be owed to the Beneficiaries whether or not originally owed to the Beneficiaries and whether owed jointly or severally, as principal or surety or in any other capacity;

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

"Service Charge" means any service charges payable by any lessee, tenant, licensee or other occupier of any Property pursuant to the terms of any Lease including but not limited to costs of maintenance, lighting, cleaning, heating, insurance contribution and premiums and other sums and Value Added Tax thereon; and

"Value Added Tax" means value added tax or any other tax substituted therefor or in respect of supplies, turnover or value added sales.

2. Fixed Security

As continuing security for the payment of the Secured Liabilities each Chargor with full title guarantee jointly and severally:

- (a) charges to the Agent as trustee for itself and the Beneficiaries by way of first legal mortgage the Property and all other freehold or leasehold property owned by such Chargor as at the date of this deed;
- (b) charges to the Agent as trustee for itself and the Beneficiaries by way of fixed equitable mortgage any interest in any freehold or leasehold property acquired by such Chargor after the date hereof;
- (c) charges to the Agent as trustee for itself and the Beneficiaries 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 of which such Chargor is the Owner;
 - (ii) any Investment and all dividends, interest and other money payable to such Chargor in respect of any Investment;
 - (iii) any Hedging Agreement;
 - (iv) *its existing and future goodwill and uncalled capital*;
 - (v) any Intellectual Property;
 - (vi) any money now or at any time after the date of this deed standing to the credit of any bank account including but not limited to the Rent Account;
 - (vii) to the extent not otherwise subject to any fixed security in favour of the Agent:
 - (A) any existing and future proceeds of any insurance of any Charged Property subject to any reinstatement obligation contained in any Lease; and

(B) any sum now or at any time after the date of this deed received by such Chargor as a result of any order of the court under sections 213, 214, 238, 239 or 244 of the Insolvency Act 1986; and

(viii) all Ancillary Rights.

- (d) assigns to the Agent as trustee for itself and the Beneficiaries by way of fixed charge its interest in and the benefit of all Development Contracts and the benefit of any guarantee or security for the performance of any of the Development Contracts provided that if any such Development Contract, guarantee or security is expressed to be non-assignable then such Chargor charges to the Agent as trustee for itself and the Beneficiaries by way of fixed charge its interest in and the benefit of it;
- (e) charges and assigns to the Agent as trustee for itself and the Beneficiaries 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 such Chargor charges to the Agent as trustee for itself and the Beneficiaries by way of fixed security its interest in and the benefit of it; and
- (f) charges to the Agent as trustee for itself and the Beneficiaries by way of fixed charge, all other existing and future property of such Chargor not charged or assigned by the previous paragraphs of this clause (other than such Chargor's stock in trade or work in progress).

3. Floating Security

3.1 *Creation of floating charge*

As continuing security for the payment of the Secured Liabilities each Chargor jointly and severally charges to the Agent as trustee for itself and the Beneficiaries by way of floating charge with full title guarantee 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 Agent but including any property situated in Scotland whether or not subject to a standard security in favour of the Agent.

3.2 *Conversion*

Subject to clause 4.3, the Agent may at any time by written notice to each Chargor convert the floating charge created under clause 4.1 (Creation of floating charge) into a fixed charge as regards any property specified in the notice if:

- (a) an Enforcement Event has occurred; or
- (b) in the opinion of the Agent such property is at risk of becoming subject to any Encumbrance (other than one in favour of the Agent) or is otherwise at risk of ceasing to be within the ownership or control of either Chargor.

3.3 *Moratorium under 1986 Act*

The Agent shall not be entitled to convert the floating charge created by clause 4.1 into a fixed charge as a result only of the Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under section 1A of and schedule A1 to the Insolvency Act 1986.

3.4 *Qualifying floating charge*

Paragraph 14(2)(a) of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 4.1 which is a "qualifying floating charge" for the purpose of paragraph 14(1) of schedule B1 to the Insolvency Act 1986.

4. **Negative Covenants**

No Chargor will except with the prior written consent of the Agent:

- (a) dispose or purport or agree to dispose of any interest in or lend or grant any licence or other right over any property mortgaged, charged or assigned under clause 3 (Fixed Security) or, save for full consideration in money or money's worth and in the ordinary course of the Chargor's business, dispose of any interest in or lend or grant any licence or other right over any of the property charged by way of floating charge under clause 4 (Floating Security);
- (b) create, agree to create or allow to arise or remain outstanding any Encumbrance over any Charged Property; or
- (c) terminate or amend in any material respect any Development Contract or release, settle or discharge any claim, right or entitlement which the Chargor may have under any Development Contract, whether by assignment, transfer, novation or otherwise.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04289437

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 9th JULY 2004 AND CREATED BY PRECIS (2109) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS OR ANY CHARGOR TO 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 JULY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th JULY 2004.

PC Angela



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —