

M

CHFP004

Please do not
write in
this margin

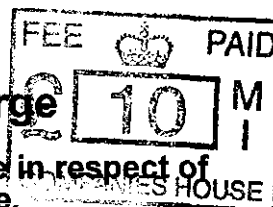
Please complete
legibly, preferably
in black type, or
bold block lettering

* 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.



395

063813/10

Pursuant to section 395 of the Companies Act 1985

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

For official use



Company number

4572848

Name of company

* Rokscar Nominees No.2 Limited (the "Mortgagor")

Date of creation of the charge

8 April 2003

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

Legal Mortgage containing fixed and floating charges

Amount secured by mortgage or charge

Please see attached Appendix 1

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

The Governor and Company of the Bank of Scotland (the "Secured Party")

Postcode

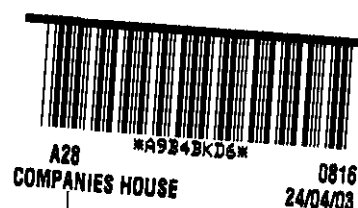
Presenter's name address and
reference (if any):

Burges Salmon
Narrow Quay House
Narrow Quay
Bristol BS1 4AH
Ref: MC04/CL01/12372.250

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please see attached Appendix 2

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)

N/A

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

Signed Bugs Salma

Date 22 April 2003

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

Form M 395

Rokcsar Nominees No 2 Limited

APPENDIX 1

Contained in a legal mortgage in favour of the Bank of Scotland dated 8 April 2003

All moneys, obligations and liabilities (actual or contingent) of whatever nature (including any internal costs and expenses) which are now, or may at any time hereafter be or become, due, owing or incurred to the Secured Party by the Borrower in any manner whatsoever (and whether by the Borrower alone, jointly with any other person or persons, in whatever style, name or form and whether as principal or surety), together with (i) interest on the foregoing, (ii) commission, discount and other banking charges, (iii) costs and expenses incurred by the Secured Party or any receiver in relation to the charged assets and (iv) legal and other costs of the Secured Party (and any receiver) on a full indemnity basis and Value Added Tax thereon.

Definitions

Borrower means Coleridge (No. 3) Limited company registered number SC229627 and having its registered office at 93 George Street, Edinburgh EH2 3ES.

APPENDIX 2

Contained in a legal mortgage in favour of the Bank of Scotland dated 8 April 2003

Charges

- (a) (by way of legal mortgage in the case of a legal estate or interest) the Property (and/or such interest) together with all buildings, fixtures and erections on the Property;
- (b) by way of fixed charge all moneys received under any policy of insurance effected in respect of the Property (but subject to the rights of any tenant and the obligations of the Mortgagor as landlord under any lease of the Property to apply or have the insurance proceeds applied towards the reinstatement of the Property); and
- (c) by way of floating security (which floating charge shall crystallise immediately upon demand by the Secured Party hereunder) all moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed or used in or about the Property which are the property of the Mortgagor (if any)

The Mortgagor has agreed that it shall (or shall procure that the Borrower shall):

- (a) (in addition to the obligations implied pursuant to the Law of Property (Miscellaneous Provisions) Act 1994) at the request of the Secured Party execute in favour of the Secured Party such further or other legal assignments, mortgages, charges or other security documents, as the Secured Party may reasonably request, over the Mortgagor's interest in any of the charged assets for the purpose of perfecting, improving or more effectively securing the Mortgagor's obligations;

- (b) not sell, lease, licence or otherwise dispose of the Property (without the prior written consent of the Secured Party;
- (c) not to do anything that would breach the obligations on the part of the tenant in the lease by which the Property is held or the landlord in any lease to which the Property is subject.

Definitions

Property means the leasehold property known as Phase 3 Southernhay Gardens Exeter as more particularly described in the headlease of the same date as this Legal Mortgage between (1) Landfull Limited and (2) the Mortgagor

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04572848

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 8th APRIL 2003 AND CREATED BY ROKSCAR NOMINEES NO.2 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM COLERIDGE (NO.3) LIMITED (THE "BORROWER") TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (THE "SECURED PARTY") ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24th APRIL 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th APRIL 2003.

Regd



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —