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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

4313995

Name of company

* Domain North Road Management Limited (the "Chargor")

Date of creation of the charge

28 February 2002

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

Guarantee and Debenture dated 28 February 2002 between the Chargor and The Governor and Company of the Bank of Scotland (the "Debenture").

Amount secured by the mortgage or charge

See Part II of the attached schedule.

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

The Governor and Company of the Bank of Scotland, Business Exchange, 6th Floor, 78 Cannon Street, London (the "Security Trustee") as agent for the beneficiaries (as defined in Part 1 of the attached Schedule).

Postcode EC4N 6NQ

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

Lovells
65 Holborn Viaduct
London
EC1A 2DY

Ref: A6/MED/JM/969572

Time critical reference

For official Use
Mortgage Section

Post room



LD2
COMPANIES HOUSE

0413
06/03/02

See Part III of the attached schedule.

The attached schedule contains covenants by and restrictions on the Chargor which protect and further define the charges and which must be read as part of the charges created.

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

Signed

Howells Solicitors

Date

6 March 2002

On behalf of ~~XXXXXX~~ [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 TO FORM 395

Part I

Definitions

"Agent"	means The Governor and Company of the Bank of Scotland in its capacity as agent for the Banks and any successor agent appointed under the terms of the Facilities Agreement;
"Arranger"	means The Governor and Company of the Bank of Scotland in its capacity as arranger under the Facilities Agreement;
"Assets"	means all the present, future or contingent undertaking, property, assets, rights and revenues of the Chargor, whatever and wherever in the world, and includes each or any of them;
"Banks"	means, before any transfer under clause 21.3 of the Facilities Agreement, the Underwriter and, thereafter, each of the Underwriter and the Transferee(s) (and, in each case, each of their respective successors in title) but only for so long as it has any rights or obligations under the Senior Finance Documents (and where the context permits, "Bank" shall include the Working Capital Bank);
"Beneficiaries"	means collectively the Agent, the Arranger, the Security Trustee, the Banks, the Underwriter, the Hedging Counterparties and the Working Capital Bank and includes any one or more of them and "Beneficiary" shall be construed accordingly;
"Charged Property"	means the property charged pursuant to clause 3 of the Debenture;
"Collection Account"	has the meaning given to it by clause 5.1 of the Debenture;
"Companies"	means the Chargor together with any other Group Companies from time to time and (where the context permits) includes each or any of them;
"Cost Overruns Undertaking"	means the deed dated 7 March 2000 and made between Moorfield (Atlantic Point) Limited and Moorfield Group PLC setting out the terms of Moorfield's undertaking in respect of cost overruns in completion of Atlantic Point (as defined in the Facilities Agreement);
"Debenture Date"	means the date of the Debenture, being 28 February 2002;

"Deed of Accession"	has the meaning given to it in the Facilities Agreement;
"Event of Default"	has the meaning given to it in the Facilities Agreement;
"Facilities Agreement"	means the facilities agreement dated 7 March 2000 and made between Moorfield (Atlantic Point) Limited (as Principal Borrower) (1), The Governor and Company of the Bank of Scotland (as Arranger) (2), The Governor and Company of the Bank of Scotland (as Underwriter) (3), The Governor and Company of the Bank of Scotland (as Working Capital Bank) (4), The Governor and Company of the Bank of Scotland (as Agent) (5) and The Governor and Company of the Bank of Scotland (as Security Trustee) (6), which expression shall include any amendments, supplements, accessions, variations or additions to such agreement, however fundamental, including changes to the facilities provided or increases in their maximum amount;
"Fees Letter"	has the meaning given to it in the Facilities Agreement;
"Floating Charge Assets"	means, insofar only as concerns the floating charge created by clause 3.1(p) of the Debenture, Assets from time to time comprised within it;
"Guarantor"	means any Company insofar only as it covenants under clause 2.1(b) of the Debenture to pay or discharge money due or owing from or liabilities of other Companies to the Beneficiaries and "Guarantors" and "Guarantee" shall be construed accordingly;
"Group Company"	has the meaning given to it in the Facilities Agreement;
"Hedging Counterparty"	has the meaning given to it in the Facilities Agreement and "Hedging Counterparties" shall be construed accordingly;
"Intellectual Property Rights"	means all patents, trade marks, service marks (and all goodwill associated with them), all brand and trade names, all copyrights and rights in the nature of copyright, database rights, design rights and registered designs, all documented trade secrets and know-how and all other intellectual property rights at the Debenture Date or in the future owned or enjoyed by the Chargor, all applications for the protection of any such rights in any part of the world and the benefit of all agreements and licences at the Debenture Date or in the future entered into or enjoyed by the

Chargor relating to the use or exploitation of any such rights and includes each or any of them;

"Joint Venture Agreement"

has the meaning given to it in the Facilities Agreement;

"Joint Venture Claims"

means all the Chargor's right, title and interest and benefit in and to, and any sums payable to the Chargor pursuant to all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Chargor, and any rights of abatement or set-off, and all other rights of recovery under or pursuant to any Joint Venture Agreement (if any);

"Key-Man Policies Assignment"

has the meaning given to it in the Facilities Agreement;

"Land"

includes freehold and leasehold land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

"Permitted Encumbrance"

has the meaning given to it in the Facilities Agreement;

"Realisation Account"

has the meaning given to it in the Facilities Agreement;

"Receivables"

means all sums of money receivable by the Chargor at the Debenture Date or in the future consisting of or payable under or derived from any of its Assets;

"Secured Sums"

means all money and liabilities covenanted and/or guaranteed to be paid or discharged by each Company to the Beneficiaries under clause 2.1 of the Debenture;

"Securities"

means all stocks, shares, debentures and loan stocks issued by any company or person and all other investments (whether or not marketable) at the Debenture Date or in the future owned at law or in equity by the Chargor, including all interests in investment funds and all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise, and including all Securities owned by the Chargor in another Company;

"Security Documents"

means the Debenture and the Key-Man Policies Assignment and shall include any further guarantees, charges, pledges, debentures, mortgages or other security documents of any

nature executed by a Group Company in favour of the Security Trustee from time to time;

"Security Trustee"

means The Governor and Company of the Bank of Scotland in its capacity as security trustee for the other Beneficiaries and any successor security trustee appointed under the terms of the Facilities Agreement;

"Senior Finance Documents"

means the Facilities Agreement, the Working Capital Letter, the Debenture and the other the Security Documents, any Transfer Certificate, the Subordination Deed, any Deed of Accession, the Fees Letter, any document entered into by the Working Capital Bank in connection with the Working Capital Facility or any other bilateral facility provided by it from time to time or any other document entered into by any Beneficiary in connection with any of the foregoing and any amendments, supplements or additions thereto, and any other documents or agreements entered into from time to time which are otherwise Senior Finance Documents;

"Subordination Deed"

means the deed dated 7 March 2000 and entered into between The Governor and Company of the Bank of Scotland (as Senior Agent) (1), The Governor and Company of the Bank of Scotland (as Senior Security Trustee) (2), the senior creditors named therein (3), The Governor and Company of the Bank of Scotland (as Subordinated Agent) (4), The Governor and Company of the Bank of Scotland (as Subordinated Security Agent) (5), the subordinated lenders named therein (6), the Investors named therein (7), the Principal Borrower (8) and the Obligors named therein (9);

"Transferee"

has the meaning given to it under the Facilities Agreement;

"Transfer Certificate"

has the meaning given to it in the Facilities Agreement;

"Underwriter"

means The Governor and Company of the Bank of Scotland;

"Working Capital Bank"

means The Governor and Company of the Bank of Scotland, and includes its substitutes, successors and transferees from time to time;

"Working Capital Facility"

has the meaning given to it in the Facilities Agreement; and

"Working Capital Letter"

has the meaning given to it in the Facilities Agreement.

Part II

Amount secured by the mortgage or charge

All money and liabilities on the Debenture Date or in the future due, owing or incurred:

- (a) to each Beneficiary by the Chargor under or pursuant to the Senior Finance Documents; and
- (b) to each Beneficiary by each other Company under or pursuant to the Senior Finance Documents;

in either case, whether on or after demand, whether actually or contingently, whether solely or jointly with any other person, whether as principal or surety and whether or not the relevant Beneficiary was an original party to the relevant transaction and so that interest shall be computed and compounded in accordance with the Senior Finance Documents (after as well as before any demand or judgment).

Part III

Particulars of the property mortgaged or charged

1. By Clause 3.1 of the Debenture, the Chargor with full title guarantee charged to the Security Trustee with the payment or discharge of all Secured Sums:-
 - (a) by way of first legal mortgage, all freehold and leasehold Land in England and Wales vested in the Chargor at the Debenture Date and registered at HM Land Registry (including the Land described in Part V of this Schedule);
 - (b) by way of first legal mortgage, all freehold and leasehold Land in England and Wales vested in the Chargor at the Debenture Date and not registered at H.M. Land Registry;
 - (c) by way of first fixed charge, all Land in the future becoming the property of the Chargor;
 - (d) by way of first fixed charge, all interests in Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to the Chargor which have not already been charged pursuant to the charges referred to in the preceding paragraphs and all licences at the Debenture Date or in the future held by the Chargor to enter upon, use or exploit Land and the benefit of all options, easements, agreements for lease and other agreements relating to the acquisition, use, exploitation or disposal of Land to which it is or may in the future become entitled;
 - (e) by way of first fixed charge, all plant and machinery of the Chargor at the Debenture Date or in the future attached to any Land which, or an interest in which, is charged under the charges referred to in the preceding paragraphs and all its rights and interests under all present and future agreements for the purchase, maintenance or use of plant and machinery so attached;
 - (f) by way of first fixed charge, all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to the Chargor under or in connection with any lease, agreement or licence relating to Land;

- (g) by way of first fixed charge, all Securities belonging to the Chargor;
 - (h) by way of first fixed charge, all contracts and policies of insurance and assurance now or in the future held by or otherwise benefiting the Chargor and all rights and interests of the Chargor in every such contract and policy (including the benefit of all claims arising and all money payable under such contracts and policies);
 - (i) by way of first fixed charge, all the goodwill and uncalled capital for the time being of the Chargor;
 - (j) by way of first fixed charge, all Intellectual Property Rights of the Chargor but excluding (but only to the extent that and for so long as it is not capable of being validly charged by way of fixed charge) the benefit of any present or future agreement, licence or permission relating to such rights;
 - (k) by way of first fixed charge, all book and other debts at the Debenture Date or in the future owing to the Chargor and all its rights and claims against third parties, present and future, capable of being satisfied by the payment of money (except rights and claims effectively charged pursuant to the charges referred to in the preceding paragraphs);
 - (l) by way of first fixed charge, the benefit of all negotiable instruments, guarantees, bonds, debentures, legal or equitable charges and all other security, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all other rights and remedies at the Debenture Date or in the future available to the Chargor as security for any Receivable or for the performance by any third party of any obligation at the Debenture Date or in the future owed to the Chargor;
 - (m) by way of first fixed charge, all money at any time standing to the credit of any Collection Account relating to the Chargor, including the proceeds of all Receivables of the Chargor, which proceeds shall, for the avoidance of doubt, on payment into such Collection Account cease to be subject to the charges referred to in the preceding paragraphs but shall be subject to the fixed charge in paragraph 3.1 (m) of the Debenture;
 - (n) by way of first fixed charge, all money at any time standing to the credit of any Realisation Account;
 - (o) by way of first fixed charge, all money at any time standing to the credit of any other bank account relating to the Chargor;
 - (p) by way of floating charge:
 - (i) all Assets at the Debenture Date or in the future owned by the Chargor except to the extent that such Assets are for the time being effectively charged by any fixed charge referred to in the preceding paragraphs, including any Assets comprised within a charge which is reconverted under clause 3.6 of the Debenture; and
 - (ii) without exception all Assets insofar as they are for the time being situated in Scotland.
2. By Clause 3.2 of the Debenture, the Chargor with full title guarantee assigned to the Security Trustee, but subject to the right of the Chargor to redeem such assignment upon the full payment or discharge of all Secured Sums:
- (a) all claims of the Chargor against all persons who are now or in the future the lessees, sub-lessees or licensees of its Land and all guarantors and sureties for the obligations of such persons;
 - (b) the benefit of all guarantees, contracts, appointments, warranties and representations given or made to the Chargor by, and any rights or remedies

against, all or any of the manufacturers, suppliers or installers of any fixtures at the Debenture Date or in the future attached to such Land;

- (c) the benefit of all rights and claims to which the Chargor is at the Debenture Date or in the future entitled under any agreements for lease, agreements for sale, contracts, options or undertakings relating to any estate, right or interest in or over such Land;
- (d) all rights and claims to which the Chargor is at the Debenture Date or in the future entitled against any builder, contractor or professional adviser engaged in relation to such Land or property development or works, including, without limitation, under any collateral warranty, contracts, appointments or similar agreement including, but not limited to the documents listed in the Fourth Schedule thereto;
- (e) the benefit of all rights and claims to which the Chargor is at the Debenture Date or in the future entitled under or in respect of any joint venture, partnership or similar arrangement or agreement including, but not limited to, the Cost Overruns Undertaking;
- (f) the Joint Venture Claims of the Chargor.

Part IV

Covenants and restrictions

1. By clause 3.1 (p) of the Debenture, the Chargor agreed that it shall not create any mortgage or any fixed or floating charge or other security over any Floating Charge Asset (whether having priority over, or ranking pari passu with or subject to, the floating charge created by clause 3.1(p) of the Debenture) or take any other step referred to in clause 6.1(a) of the Debenture with respect to any Floating Charge Asset and the Chargor agreed that it shall not, without the prior written consent of the Security Trustee, sell, transfer, part with or dispose of any Floating Charge Asset except by way of sale in the ordinary course of its business.
2. By clause 3.3 of the Debenture, the Chargor agreed that the floating charge created by it under clause 3.1(p) of the Debenture may be crystallised into a fixed charge by notice in writing by the Security Trustee to the Chargor:
 - (a) at any time following the occurrence of an Event of Default; or
 - (b) in respect of any property charged under clause 3 of the Debenture, whilst the security over it is in jeopardy or where such property is in danger of seizure.

Such crystallisation shall take effect over such Floating Charge Assets or class or classes of Floating Charge Assets as shall be specified in the notice. If no Floating Charge Assets are so specified, it shall take effect over all Floating Charge Assets of the Chargor.
3. By clause 3.4 of the Debenture, the Chargor agreed that if the Chargor, without the Security Trustee's prior written consent, resolves to take or takes any step to charge (whether by way of fixed or floating charge) or otherwise encumber any of its Floating Charge Assets or to create a trust over any such Floating Charge Asset or to dispose of any such Floating Charge Asset except by way of sale or other disposition in the ordinary course of the Chargor's business, or if any person resolves to take or takes any step to levy any distress, execution, sequestration or other process against any Floating Charge Asset, then the floating charge created by clause 3.1(p) of the Debenture shall be

automatically crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset instantly on the occurrence of such event.

4. By clause 3.8 of the Debenture, the Chargor agreed that any debentures, mortgages or charges (fixed or floating) created in the future by the Chargor (except those in favour of the Security Trustee) shall be expressed to be subject to the Debenture and shall rank in order of priority behind the charges created by the Debenture.
5. By clause 5.1 of the Debenture, the Chargor agreed that it shall collect and realise all Receivables and shall pay into such account of the Chargor as the Security Trustee may direct, (a "**Collection Account**") all money which it may receive in respect of them immediately on receipt. The Chargor shall, pending such payment, hold all money so received upon trust for the Security Trustee and shall not, without the prior written consent of the Security Trustee, charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any other person or purport to do so. The Collection Account shall be operated by the bank with which it is maintained as trustee for the Security Trustee.
6. By clause 6.1 of the Debenture, the Chargor agreed that it shall not, without the prior written consent of the Security Trustee and with the exception of Permitted Encumbrances:-
 - (a) create, or agree or attempt to create, or permit to subsist, any mortgage, fixed or floating charge, pledge or other security of any kind (including any security conferring power to convert a floating charge into a fixed charge in relation to any of its Assets) or any trust over any of its Assets or permit any lien (other than a lien arising by operation of law in the ordinary course of its business) to arise or subsist over any of its Assets;
 - (b) sell, assign, lease, licence or sub-licence, or grant any interest in, its Land or Intellectual Property Rights, or purport to do any such act, or part with possession or ownership of them, or allow any third party access to them or the right to use a copy of any such Intellectual Property Rights
7. By clause 9.2 of the Debenture, the Chargor agreed that it shall not, without the prior written consent of the Security Trustee, which shall not be unreasonably withheld or delayed, seek to compromise, compound, discharge, postpone, release, set-off, settle or subordinate any of its Receivables or waive its rights of action in connection with them, or do or omit to do anything which may delay or prejudice their full recovery.
8. By clause 11.2 of the Debenture, save as permitted under the Facilities Agreement, the Chargor agreed it shall not, without the prior written consent of the Security Trustee:
 - (a) erect any building or make any structural alteration or apply for any planning consent for the development or change of use of any Land, or (save in the ordinary course of repair, replacement or improvement) at any time sever, remove or dispose of any significant fixture on it;
 - (b) enter into onerous or restrictive obligations affecting any Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which might reasonably be expected to adversely affect its value or the value of the security over it.
9. By clause 12.1 of the Debenture, the Chargor agreed, inter alia, that during the continuance of the security constituted by the Debenture, unless the Security Trustee otherwise agrees in writing it will:-
 - (a) not sell, assign, transfer, licence or agree to licence any Intellectual Property Rights or any interest therein or permit any third party to use such Intellectual Property Rights; and

- (b) not alter any specification for which any trade mark has been registered or give its consent to registration by a third party of any trade mark the same or confusingly similar to any trade mark.
10. By clause 13.1 of the Debenture, the Chargor agreed that it would not, without the prior written consent of the Security Trustee, exercise any power of leasing or accepting surrenders of leases of, any Land, nor (save where obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet save that in respect of Land specified in the Second Schedule of the Debenture the Security Trustee was deemed to consent to the granting of tenancies not exceeding 364 days to Students or Student Nurses (as defined in the agreement dated 23 June 1999 made between (1) Liverpool City Council and (2) Moorfield (Atlantic Point) Limited) and in relation to other Land provided that such tenancies constitute assured shorthold tenancies (within the meaning of the Housing Act 1996).
11. By clause 13.2 of the Debenture, the Chargor agreed that it shall not part with possession (except on the determination of any lease, tenancy or licence granted to the Chargor) of any Land or share the occupation of it with any other person, or agree to do so, without the prior written consent of the Security Trustee.

Part V

Freehold and leasehold land mortgaged under clauses 3.1(a) of the Debenture

Name of company	Description of property	Title number
Domain North Road Management Limited	Leasehold land and buildings of North Road, Cardiff pursuant to a lease dated 28 February 2002 between Domain North Road Limited and Domain North Road Management Limited for a term of 51 years from 8 February 2002	WA46136 and WA981825

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04313995

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 28th FEBRUARY 2002 AND CREATED BY DOMAIN NORTH ROAD MANAGEMENT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND THE SECURITY TRUSTEE AS AGENT FOR THE BENEFICIARIES (AS DEFINED THEREIN) ON ANY ACCOUNT WHATSOEVER 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 6th MARCH 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th MARCH 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

Post
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