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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)

Name of company

* Chadwick Holdings Limited

Date of creation of the charge

21st December 2001

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

Legal Mortgage

Amount secured by the mortgage or charge

All monies indebtedness on any account and other liabilities present or future actual or contingent due owing or incurred :

(a) by the Company to Eagle Star Life Assurance Company Limited "the Lender" solely or jointly with any other person and whether as principal or surety pursuant to or in connection with the Facility Agreement dated the 21st December 2001 this Mortgage any security agreement referred to in the aforesaid Facility Agreement or any other account whatsoever; &

(b) by any surety to the Lender whether solely or jointly with any person pursuant to or in connection with the Facility Agreement dated the 21st December 2001 this Mortgage or any security agreement referred to in the aforesaid Facility Agreement

See continuation sheet ... [180.LFD]

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

Eagle Star Life Assurance Company Limited
60 St Mary Axe
London

Postcode EC3A 8JQ

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

Charles Russell
Compass House
Lipitt Road
Cheltenham
Glos GL50 2QJ

IJB/MBS/020039/00382

Time critical reference

For official Use
Mortgage Section

Post room



A06
COMPANIES HOUSE

0129
04/01/02

CHFP025

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this margin

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

*insert full name
of Company

1. By way of Legal Mortgage :

All its interests in all that freehold land known as Malvern House Matford Court Exeter forming part of Title Number DN277342 and comprised in the Transfer dated the 20th December 2001 and made between Rock Eagle Land Limited (1) and Rok 004 Limited and Rok 005 Limited (2) ("the Property") and all buildings fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery both present and future from time to time on such property

2. By way of Fixed Charge :

2.1 All of its interests in the gross rents licences fees and other monies receivable now or hereafter at any time by the Company pursuant to any occupational lease or otherwise paid to or received by the Company in respect of the Property including without limitation all mesne profits ("the Rental Income")

See continuation sheet ...

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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

Charles Huxell

Date

21/1/2002

On behalf of ~~[company]~~ [mortgagee/chargee]†

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payable to
Companies House
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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

CHFP025

**Particulars of a mortgage or charge
(continued)**

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binding margin

Continuation sheet No 01
to Form No 395 and 410 (Scot)

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

Company Number

00895332

Name of Company

Chadwick Holdings Limited

Limited*

* delete if
inappropriate

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

together with interest chargeable and payable according to the usual practice of the Lender agreed costs charges and expenses owed to or incurred directly or indirectly by the Lender in relation to any of the matters mentioned above including (without limitation) any Stamp Duty payable in relation to the Mortgaged Property costs and expenses incurred in respect of action taken by the Lender with respect to someone who is not a party to this security or which by the provisions of this Mortgage are to be secured hereby or in relation to the enforcement of the security on a full and unlimited indemnity basis

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

[181.LFD]

Please do not
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binding margin

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

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

2.2 All of its interests in all or any monies received or to be received by the Company or its agents or solicitors or owing or becoming owing to the Company (whether such monies are received or to be received by or are owed to or become owing to the Company by way of deposit or on account of the purchase price or as stakeholder or for its own use and benefit or otherwise) in respect of any sale grant of lease mortgage or other dealing with the Property or on any part thereof or in respect of any compensation or other payment relating to the Property or any part thereof

2.3 All its interests in and rights under any contracts or agreements or claims for or in respect of the sale purchase leasing or other dealing with or ownership of the Property or any part thereof including without limitation the Sale and Purchase Agreement for the Property

2.4 All its rights to and interests in any proceeds of sale of the whole or any part of the Property which may at any time be held or received by it or anybody else

2.5 All of its interests in the benefit of all contracts warranties agreements insurance policies and contracts of insurance rights securities covenants guarantees bonds and indemnities of any nature now or at any time enjoyed or held by the Company and relating to the Property including (but without limitation) all insurance policies and contracts of insurance under any agreements entered into between the Company and any contractor or other third party relating to the design construction or development of or of any part of the Property or any buildings thereon

NOTE: The Mortgage contains a restriction on the part of the Company not without the Lender's consent to create or attempt to create or permit or subsist any mortgage charge pledge lien hypothecation encumbrance assignment title retention or other security interest or arrangement of any kind or any right conferring a priority of payment on or over all or any of the mortgaged property or other matters referred to in paragraphs 1 to 2 above

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00895332

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 21st DECEMBER 2001 AND CREATED BY CHADWICK HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO EAGLE STAR LIFE ASSURANCE COMPANY LIMITED 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 4th JANUARY 2002.

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



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

P. Pam