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CHFP025

COMPANIES FORM No. 395

Particulars of a mortgage or charge

120814

395

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

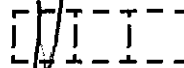


Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



03818306

Name of company

* Carisbrooke Swavesey General Partner Limited

Date of creation of the charge

25 July 2003

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

Charge made between Carisbrooke Swavesey General Partner Limited, Precis (1730) Limited and Anglo Irish Bank Corporation Plc (the "Charge")

Amount secured by the mortgage or charge

See schedule 1 attached

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

For official Use
Mortgage Section

Post room



A17
COMPANIES HOUSE

0892
05/08/03

Time critical reference
PXH/MMW/AIB-4-693

Short particulars of all the property mortgaged or charged

See schedule 2 attached

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)

Nil

Signed

Taylor Wessley

Date

29/7/03

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

Definitions

In these schedules the following expressions have the following meanings:

"Additional Borrower" means Carisbrooke Swavesey Limited Partnership a limited partnership established under the Limited Partnership Act 1907 with number LP6634 acting by its general partner Carisbrooke Swavesey General Partner Limited (company registration number: 3818306)";

"Beneficiaries" means the Agent, the banks and financial institutions which are from time to time party to the Loan Agreement (the **"Banks"**), the Agent in its capacity as hedging counterparty to the Borrower and/or the General Partner, and their successors, transferees and assigns;

"Borrower" means the Existing Borrower and the Additional Borrower or either of them as the context shall require;

"Building Contract" means any building contract entered into or to be entered into by the Chargor in relation to or for the purposes of any Development;

"Charged Property" means all property mortgaged, charged or assigned by the Charge;

"Chargor" means Carisbrooke Swavesey General Partner Limited (company registration number: 03818306) and Precis (1730) Limited (company registration number: 03729116) both of Kinnaird House, 1 Pall Mall East, London SW1Y 5AZ;

"Development" means:

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

in accordance with the plans and specifications approved or to be approved by or on behalf of the Agent;

"Development Contracts" means (if any) 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 the Chargor which relate to a Development, and any other existing and future agreement relating to the acquisition, construction, management, design, servicing, marketing, development, operation and use of the 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;

"Estate Management Agreement" means the agreement made or to be made between (1) Plot 6 Buckingham Management Limited, (2) Hamer Flower Seeds Limited, (3) IFG Life Pensions Limited, (4) Crystal Development Limited and (5) Carisbrooke Swavesey General Partner Limited and Precis (1730) Limited for the management of the Access Road and Estate Common Parts in the form produced to the Agent's solicitors before the date of the Charge;

"Estate Management Disposal" means the transfer of the Estate Common Parts and the Access Road (as those terms are defined in the Estate Management Agreement) part comprising of Plot 6, Buckingham Business Park to Plot 6 Buckingham Management Limited (to be incorporated) in the form produced to the Agent's solicitors before the date of this deed;

"Existing Borrower" means Carisbrooke Suon Limited Partnership (formerly CRP Limited Partnership) a limited partnership established under the Limited Partnership Act 1907 with number LP6741 acting by its general partner Carisbrooke Suon General Partner Limited (formerly CRP General Partner Limited) (company registration number: 03873728).

"Finance Documents" has the meaning ascribed to it by the Loan Agreement;

"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 loan agreement made between the Existing Borrower (1) Carisbrooke Suon General Partner Limited and Hargreaves Estates and Management Services Limited as obligors (2) the Additional Borrower (3) Carisbrooke Swavesey General Partner Limited as additional obligor (4) the Banks (5) and the Agent (6) dated on or about the date of this deed which expression shall include the agreement as extended, amended, modified, replaced, supplemented or varied from time to time;

"Managing Agent" means any person acting by or on behalf of the Chargor in relation to the Management of any Property;

"Properties" means;

- (a) All that freehold land lying to the south east of Bucking Way Road, Swavesey, Cambridgeshire and known as Plots 8A, 8B, 9 and 10 Buckingham Business Park, Swavesey, Cambridgeshire and registered at HM Land Registry under title number CB237477.
- (b) All that freehold land known as Unit 4, Plot 6, Buckingham Business Park, Swavesey, Cambridgeshire and registered at HM Land Registry under title number CB232038.
- (c) All that freehold land known as 2 Rowles Way, Buckingham Business Park, Swavesey, Cambridgeshire and registered at HM Land Registry under title number CB204521.;

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

"Rental Income" means all amounts payable to or for the benefit of the 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 the 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;

- (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 the Chargor in respect of any Real Property net of any costs, fees and expenses incurred but not reimbursed to the 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;

Schedule 1

Amount secured by the mortgage or charge

All or any of the present or future, actual or contingent liabilities of the Borrower or the Chargor owed or expressed to be owed to the Agent and/or the Beneficiaries whether as borrower under the Loan Agreement or otherwise under any other Finance Document whether or not originally owed to any of the Agent or the Beneficiaries and whether owed jointly or severally, as principal or surety or in any other capacity. ("**the Secured Liabilities**")

Schedule 2

Short particulars of the property mortgaged or charged

1. Charge

1.1 As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee:

- (a) charged to the Agent by way of legal mortgage the Properties;
- (b) charged and assigned to the Agent by way of fixed security its interest in the Rental Income and the benefit of the Rental Income and any guarantee or security for the payment of any Rental Income provided that if any such guarantee or security is expressed to be non-assignable then the Chargor will charge to the Agent by way of fixed security its interest in and the benefit of it;
- (c) assigned to the Agent by way of fixed charge its interest in and the benefit of the Development Contracts and the benefit of any guarantee or security for the performance of any of the Development Contracts provided that if any Development Contract, guarantee or security is expressed to be non-assignable then the Chargor will charge to the Agent by way of fixed charge its interest in and the benefit of it; and

- (d) charged to the Agent to the extent not otherwise subject to any fixed security in favour of the Agent:
 - (i) any existing and future proceeds of any insurance of any Charged Property; and
 - (ii) all rights of the Chargor as against any Managing Agent.
- 1.2 All security granted by the Chargor under or arising from this deed is granted to the Agent for itself and as agent and trustee for the Beneficiaries.

Please note the following negative covenants are contained in the Charge:

The Chargor will not save as provided in the Loan Agreement except with the prior written consent of the Agent:

- (a) otherwise than pursuant to any Estate Management Disposal (to which the Agent expressly consents for the purposes of the Loan Agreement) 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) of the Charge ;
- (b) create, agree to create or allow to arise or remain outstanding any Encumbrance over any Charged Property other than as contemplated by the Loan Agreement; 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. 03818306

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE DATED THE 25th JULY 2003 AND CREATED BY CARISBROOKE SWAVESEY GENERAL PARTNER LIMITED FOR SECURING ALL OR ANY OF THE PRESENT OR FUTURE ACTUAL OR CONTINGENT LIABILITIES DUE OR TO BECOME DUE FROM THE BORROWER OR THE COMPANY TO ANGLO IRISH BANK CORPORATION Plc FOR ITSELF AND AS AGENT AND TRUSTEE FOR THE BENEFICIARIES (THE "AGENT") 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 5th AUGUST 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th AUGUST 2003.

A handwritten signature in ink, appearing to be 'HJ'.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES