

# M

CHFP025

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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 £13 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

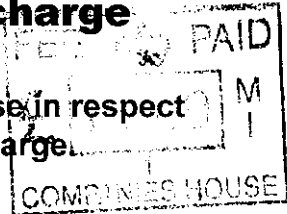
Company number

111a

03729116

# 395

145458 13



Name of company

\* Precis (1730) Limited (the "Chargor")

Date of creation of the charge

21 December 2005

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

Debenture made between the Chargor (1) Carisbrooke Swavesey General Partner Limited (the "General Partner") and the Bank (2) (the "Debenture")

Amount secured by the mortgage or charge

Please see attached Schedule 1

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

Anglo Irish Bank Corporation plc  
10 Old Jewry, London  
for itself and as agent for the Beneficiaries (the "Agent")  
Postcode EC2R 8DN

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

Taylor Wessing  
Carmelite  
50 Victoria Embankment  
London  
EC4Y 0DX

Ref: PXH/VKE

Time critical reference  
AIB-4-693/Deben Caris

For official Use (02/00)  
Mortgage Section

Post room



A83  
COMPANIES HOUSE

555  
23/12/2005



Short particulars of all the property mortgaged or charged

Please see attached Schedule 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)

Nil

Signed

*Taylor Wessing*

Date

23/12/05

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

A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ



## Definitions

In the Form 395 and schedules the following expressions have the following meanings:

**"Banks"** has the meaning assigned to it in the Loan Agreement;

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

**"Charged Property"** means all assets mortgaged, charged or assigned by the Debenture;

**"Debts"** means all present and future book and other debts and rights to money and income (other than Rent) liquidated and unliquidated owing to the Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but not including cash at bank;

**"Encumbrance"** means any mortgage, charge, assignment by way of security, pledge, lien or any other type of encumbrance or security interest or any other type of arrangement (including any title, transfer and retention arrangement) having or intended to have a similar effect;

**"Enforcement Event"** means an Event of Default under and as defined in the Agreement;

**"Event of Default"** has the same meaning assigned to it in the Loan Agreement;

**"Finance Documents"** has the same meaning assigned to it in the Loan Agreement;

**"Hedge Counterparty"** has the same meaning assigned to it in the Loan Agreement;

**"Intellectual Property"** means all present and future rights of the Chargor 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 any present and future:

- (a) stock, share, bond or any form of loan capital of or in any legal entity;
- (b) unit in any unit trust or similar scheme;
- (c) warrant or other right to acquire any such investment,

owned by the Chargor and any income, offer, right or benefit in respect of any such investment;

**"Lease"** means any lease of a Property and includes any underlease, tenancy, letting, licence, any document supplemental or collateral to any of them and any agreement to enter into any of them;

**"Loan Agreement"** means the syndicated loan agreement dated 21 December 2005 made between the Chargor (1) certain guarantors (2) the Banks (3) and the Agent (4);

**"Owner"** has the same meaning assigned to it in the Loan Agreement;

**"Precis"** means Precis (1730) Limited (company number 03729116);



**"Property"** means the property known as Bedford Heights, Manton Lane, Bedford, registered at the land registry with number BD209079.

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

**"Rent"** has the same meaning assigned to it in the Loan Agreement.

**"Rent Account"** means any bank account opened by any Owner with an Account Bank as approved by the Agent into which Rent, and related payments of Value Added Tax is or may be payable; and

**"Security Documents"** has the same meaning assigned to it in the Loan Agreement.

### **Schedule 1**

#### *Amount secured by the mortgage or charge*

All liabilities of the Chargor owed or expressed to be owed to the Beneficiaries under or in connection with the Finance Documents 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*

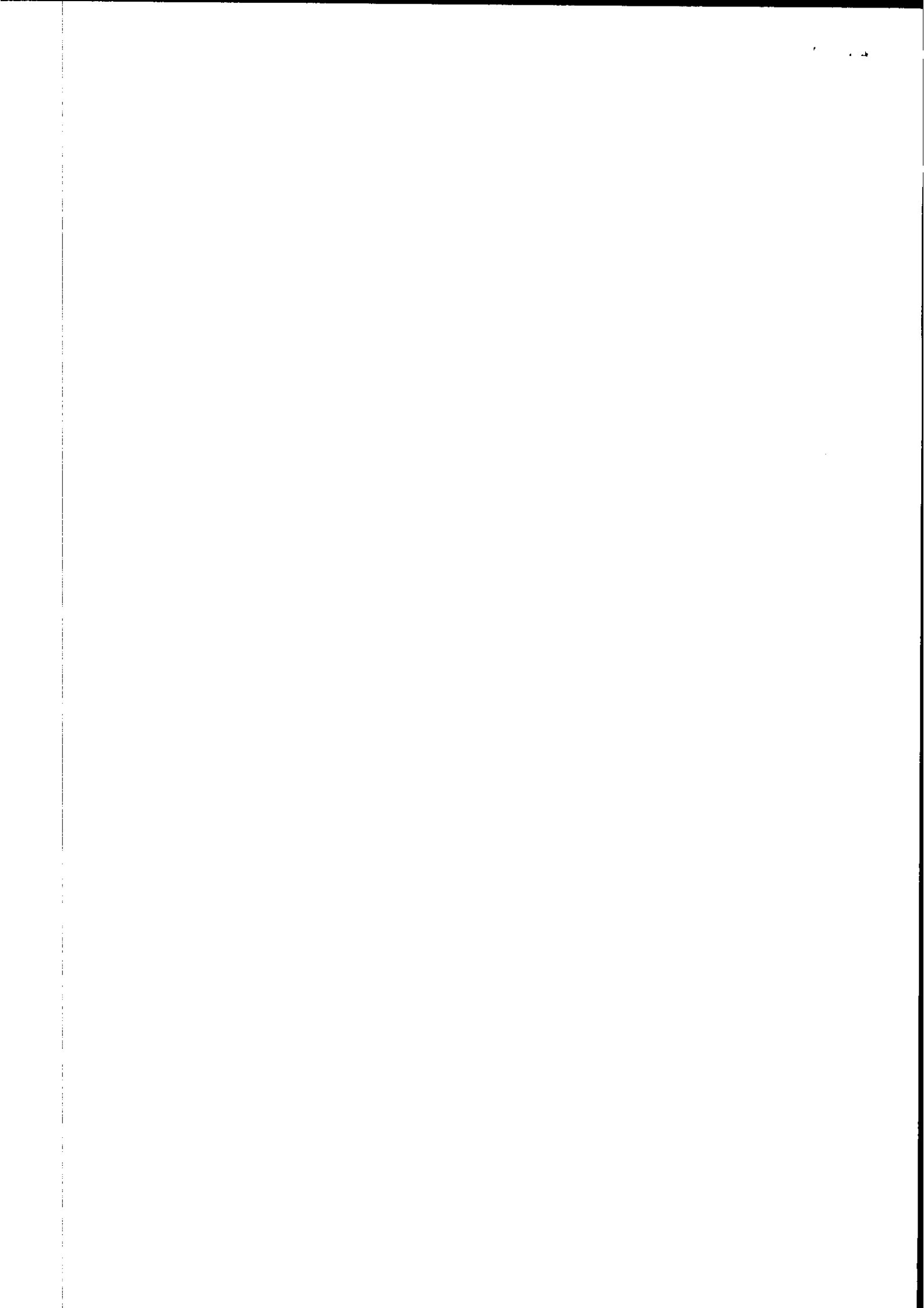
#### **1. Fixed Security**

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

- (a) charged to the Agent as trustee for the Beneficiaries the Property by way of legal mortgage;
- (b) assigned to the Agent as trustee for the Beneficiaries their interest in the Rent;.

As continuing security for the payment of the Secured Liabilities Precis:

- (c) charged to the Agent as trustee for the Beneficiaries by way of equitable mortgage its interest in any freehold or leasehold property acquired by the Chargor after the date of the Debenture;
- (d) assigns to the Agent as trustee for the Beneficiaries its interest in any present or future licences under which the Chargor is entitled to occupy freehold or leasehold property;
- (e) charges to the Agent as trustee for the Beneficiaries by way of fixed charge its interest in:
  - (i) all other present and future fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property owned by the Chargor;
  - (ii) any Investment;





- (iii) its present and future goodwill and uncalled capital;
  - (iv) any Intellectual Property;
  - (v) any money now or at any time after the date of the Debenture standing to the credit of any other present and future account of the Chargor with a bank or financial institution;
  - (vi) any present and future insurances in respect of any Charged Property and the proceeds of such insurances; and
  - (vii) any sum now or at any time after the date of the Debenture received by the Chargor as a result of any order of the court under sections 213, 214, 238, 239 or 244 of the Insolvency Act 1986;
- (f) assigns to the Agent as trustee for the Beneficiaries its interest in the agreements (if any) listed in schedule 2 of the Debenture and the benefit of any guarantee or security for the performance of such agreements provided that if any such agreement, guarantee or security is expressed to be non-assignable then the Chargor charges its interest in it to the Agent as trustee for the Beneficiaries by way of fixed charge;
  - (g) charges its interest in the Debts to the Agent as trustee for the Beneficiaries by way of fixed charge; and
  - (h) charges to the Agent as trustee for the Beneficiaries by way of fixed charge, all other assets of the Chargor not charged or assigned by clause 3 of the Debenture (other than the Chargor's stock in trade or work in progress).

## **2. Floating Security**

### **2.1 *Creation of floating charge***

As continuing security for the payment of the Secured Liabilities the Chargor charges to the Agent as trustee for the Beneficiaries by way of floating charge with full title guarantee the whole of its assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Agent by way of fixed security pursuant to clause 3.1 of the Debenture.

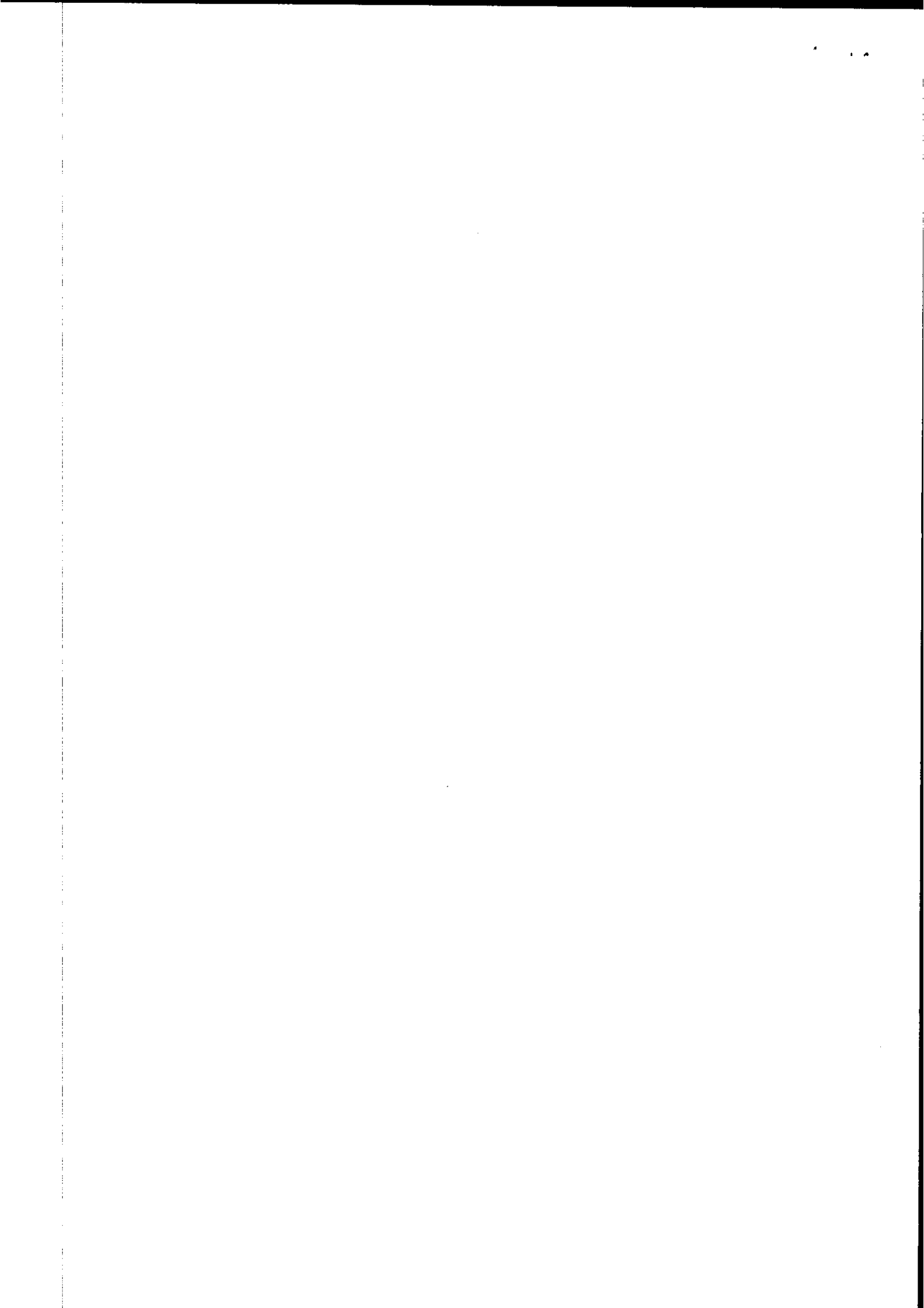
### **2.2 *Conversion***

Subject to clause 4.3 of the Debenture, the Agent may at any time by written notice to the Chargor convert the floating charge created by clause 4.1 of the Debenture into a fixed charge as regards any assets specified in the notice if:

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

### **2.3 *Moratorium under 1986 Act***

The Agent shall not be entitled to convert the floating charge created by clause 4.1 of the Debenture 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.

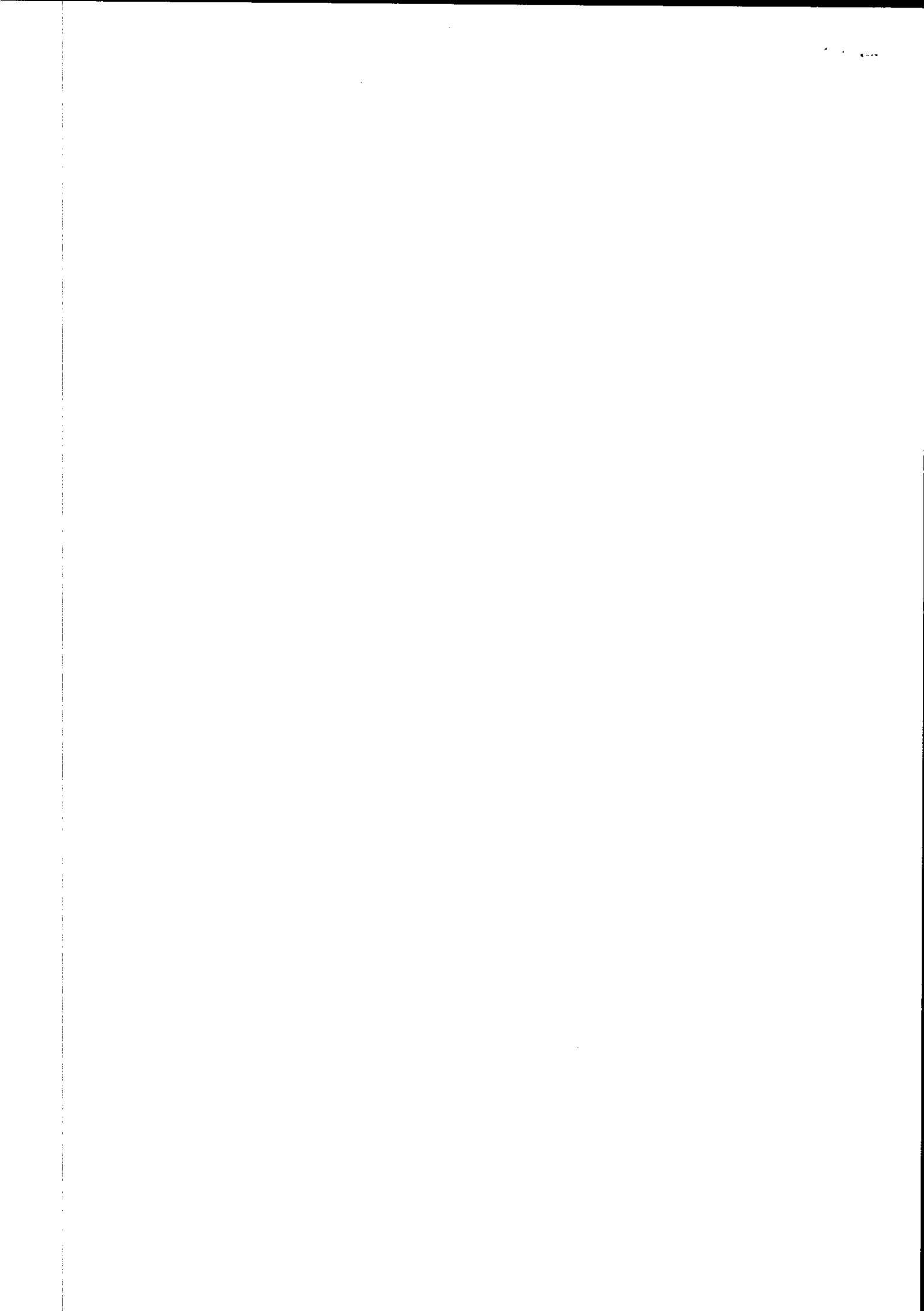
#### 2.4 *Qualifying floating charge*

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

### **3. Negative Covenants**

The Chargor shall not, except with the prior written consent of the Agent:

- (a) sell, transfer, lease or otherwise dispose or purport or agree to sell, transfer, lease or otherwise dispose of any interest in or lend or grant any licence or other right over any assets mortgaged, charged or assigned under clause 3 of the Debenture or, save for full consideration in money or money's worth and in the ordinary course of the Chargor's business, sell, transfer, lease or otherwise dispose or purport or agree to sell, transfer, lease or otherwise dispose of any interest in or lend or grant any licence or other right over any assets charged by way of floating charge under clause 4 of the Debenture;
- (b) create, agree to create or allow to arise or remain outstanding any Encumbrance over any Charged Property; or
- (c) fix any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property to any land the freehold of which is not owned by the Chargor.



**FILE COPY**



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 03729116

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 21<sup>st</sup> DECEMBER 2005 AND CREATED BY PRECIS (1730) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY 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 23<sup>rd</sup> DECEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4<sup>th</sup> JANUARY 2006.

17 Dec 05



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES