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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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Pursuant to section 395 of the Companies Act 1985

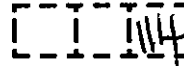
CHA 116

To the Registrar of Companies

For official use

Company number

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



42579

Name of company

* THE MARY STREET ESTATE LIMITED (the "Company")

*insert full name
of company

Date of creation of the charge

2nd July 1996

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

Legal Charge (the "Charge") made between the Company and The Hongkong and Shanghai Banking Corporation Limited (the "Bank")

Amount secured by the mortgage or charge

619

The Indebtedness being all or any monies obligations and liabilities whether certain or contingent present or future which are now or may at any time after the date of the Charge be or become payable due or owing to the Bank by the Company whether solely or jointly and whether as principal or surety or in respect of which the Company may otherwise be or become liable to the Bank on any account whatsoever including (without prejudice to the generality of the foregoing) the principal amount of all loans or advances made or to be made to or for the accommodation or at the request of the Company all fees costs expenses (including legal surveyors valuers and other costs on a full indemnity basis) commission discount charges and other sums incurred by the Bank pursuant to the Security Documents (as defined in the Charge) or in enforcing payment whether against the Company or others together with

See Continuation Sheet No 1 Page 2

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

The Hongkong and Shanghai Banking Corporation Limited ✓

PO Box 199, 10 Lower Thames Street,

London

Postcode

EC3R 6HH

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

Norton Rose
Kempson House
Camomile Street
London EC3A 7AN

NVS/43/Z107740/nvs002.395

Time critical reference

For official use
Mortgage Section

Post room



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- (a) The Charged Property (as hereinafter defined) together with all buildings and erections and fixtures and fittings and fixed plant and machinery now or after the date of the Charge thereon belonging to it and all improvements and additions thereto subject to (but in the case of the properties registered at H.M. Land Registry only to the extent that such are registered or protected on the register or are overriding interests) and with the benefit of the existing and future leases underleases tenancies agreements for lease rights covenants and conditions affecting the same but otherwise free from encumbrances other than as permitted by the Agreement (as hereinafter defined).
- (b) The Rental Income (as defined in the Charge).
- (c) All the Company's interest in all or any monies received or to be received by it or its agents or solicitors or owing or becoming owing to it (whether such monies are received or to be received by

See Continuation Sheet No 1 Page 4

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Norton Rose

Date 15th July 1996

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

† delete as
appropriate

- 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.

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

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

42579

Name of Company

THE MARY STREET ESTATE

Limited*

* delete if
inappropriate

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

interest to the date of repayment (as well after as before any judgement) at such rate or rates as may from time to time be payable and references to the Indebtedness shall include not only the whole but any part thereof.

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

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or are owed 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 letting mortgage or other dealing with the Charged Property or any part thereof or in respect of any compensation or other payment relating to the Charged Property or any part thereof or in respect of any Environmental Claim by the Company against any person.

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- (d) All the Company's interest in and rights under the Charged Documents.
- (e) All the Company's right to and interest in any proceeds of sale of the whole or any part of the Charged Property which may at any time be held or received by it or anybody else.
- (f) All the Company's rights to and interest in any insurance in respect of the Charged Property taken out by it or any other person in its own name or in the joint names of itself and others.

The Company covenants not to create or purport to attempt to create or permit to subsist any mortgage charge lien (otherwise than a lien arising automatically by operation of law) right of set-off or other security interest or other encumbrance on the Charged Property nor create or purport or attempt to create or permit to subsist any floating charge or debenture over all or substantially all the assets of the Company without the prior written consent of the Bank except that, notwithstanding anything else contained in the Charge, the Company may create:

- (i) floating charges over the Charged Property in favour of third parties on condition that any such floating charge ranks either *pari passu* with or subsequent to the security created by the Charge and that the document creating such floating charge is in the same form (*mutatis mutandis*) as the Charge or in such other form as the Bank may reasonably approve and
- (ii) fixed charges (whether legal or equitable) over such estate or interest in land of the Company (with ancillary assets) as are not at the relevant time charged to the Bank by way of fixed (whether legal or equitable) charges.

"Charged Property" means part of the retail park at Site 2, Forster Square, Bradford as described in a Transfer dated 2nd July 1996 made between Railtrack plc (1) Asda St. James Limited (2) and the Company (3), in a Transfer dated 2nd July 1996 made between the Company (1) and Asda St. James Limited (2) and in a Deed of Confirmation Transfer and Release dated 2nd July 1996 made between Asda St. James Limited (1) and the Company (2) and comprised in Title Nos. WYK569879, WYK576640 and WYK583577 and expressed to be charged by way of first fixed legal mortgage in favour of the Bank (including capital monies and investments representing the same) for payment of the Indebtedness and where the context so admits "Charged Property" includes the Charged Documents (as hereinafter defined) and all other property and monies charged or otherwise secured by the Charge.

"Charged Documents" means a development agreement dated 2nd July 1996 made between the Company (1) Asda St. James Limited (2) and all other contracts or agreements or claims for or in respect of the sale purchase leasing mortgaging management carrying out of works in connection with the development or redevelopment of or other dealing with or ownership of the Charged Property or any part thereof (including for the avoidance of doubt the Company's rights (i) against any person giving any

See Continuation Sheet No 2 Page 4

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

Continuation sheet No 2
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

42579

Name of Company

THE MARY STREET ESTATE

Limited*

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

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

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guarantee or security for the performance of any obligations under any such contracts or agreements (ii) against any person arising under any agreement for the provision of professional or other services in connection with the carrying out of any works to the Charged Property and (iii) against any person arising under any Environmental Claim (as defined in the Charge) by the Company).

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"Agreement" means the agreement constituted by the acceptance by (inter alia) the Company of the Bank's facility letter dated 14th May 1996 (with schedules and standard conditions attached thereto and forming part thereof) together with any subsequent variations thereto or replacements thereof

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00042579

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 2nd JULY 1996 AND CREATED BY THE MARY STREET ESTATE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE HONG KONG AND SHANGHAI BANKING CORPORATION LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th JULY 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th JULY 1996.

Jennifer V Tonks
JENNIFER V TONKS

for the Registrar of Companies



COMPANIES HOUSE

HC026B

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