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\* Insert full name  
of company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

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

Name of company

\* James Smith Estates Plc ("the Company")

Date of creation of the charge

23 September 1999

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

A legal charge dated 23 September 1999 made between the Company (1) and Nationwide (as hereinafter defined) (2) ("the Charge")

Amount secured by the mortgage or charge

All the Company's present and future actual and contingent indebtedness to Nationwide on any account whatsoever.

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

Nationwide Building Society ("Nationwide")

Nationwide House  
Pipers Way, Swindon

Postcode SN38 1NW

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

For official use  
Mortgage section

Post room



A09 \*ABSTTKBU\* 398  
COMPANIES HOUSE 05/10/99

Time critical reference

Short particulars of all the property mortgaged or charged

Please see Parts 1,2 and 3 of the attached Schedule.

N.B. The attached schedule includes covenants by and restrictions of the Company which protect and further define the Charge which must be read as part of the charge created.

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A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Particulars as to commission allowance or discount (note 3)

Not applicable

Signed

*On*

Date 4 October 1999

On behalf of ~~[company]~~ [mortgagee/chargee]\*

\*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 CF4 3UZ.

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Forms Nos 395 and 410 (Scot)

Please complete  
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Company number

00062605

\*Delete if  
inappropriate

Name of company

James Smith Estates Plc ("the Company")

~~limited~~

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

### Schedule Part 1 Definitions

"**Act**" - any Act of Parliament now in force or after the date of this Charge, to be passed.

"**Authority**" - any government department, local or public authority or statutory undertakings.

"**Business Day**" - a day on which banks in general are open for the transaction of business in the City of London.

"**Environmental Laws**" - means the common law and all applicable local, governmental or quasi governmental laws, rules, regulations, licences, orders, permits, decisions or requirements concerning discharges of contaminants, occupational or public health and safety or the environment and any order, injunction, judgment, declaration, notice or demand issued pursuant to any of them.

"**Indebtedness**" - all the Company's present and future actual and contingent indebtedness to Nationwide on any account whatever held by the Company with Nationwide whether solely or jointly with any other person or persons (notwithstanding that there may from time to time be a credit or nil balance on any such account) and all the Company's other liabilities whatever to Nationwide, together with interest and any other costs, charges and legal expenses (on a full indemnity basis) charged or incurred by Nationwide and including those arising from Nationwide in perfecting, protecting or enforcing or attempting to enforce or protect this Charge or any other security (and its rights thereunder) held by Nationwide from time to time.

"**Mortgaged Property**" - the property known as freehold land at Sackville Road, Hove, registered at H M Land Registry under Title number ESX219827 including all rights and other matters assigned and/or charged to the Nationwide relating to the Mortgaged Property.

"**Occupational Leases**" - leases or underleases to which the Mortgaged Property is from time to time subject and the reversionary interest which is vested in the Company.

"**Permitted Charge**" - any charge ranking in point of security in priority to the charges created by this Charge and granted or permitted to subsist with the consent of Nationwide.

"**Person**" - includes a body of persons whether corporate or incorporate.

"**Planning Acts**" - the Act or Acts for the time being in force relating to town and country planning.

"VAT" - Value Added Tax or any other analogous duty from time to time in any relevant jurisdiction.

**Part 2**

**Short Particulars of all the Property mortgaged or charged**

The Company with full title guarantee charged by way of legal mortgage or continuing security to Nationwide for payment and discharge of the Indebtedness:

1. with full title guarantee the Mortgaged Property, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that Mortgaged Property; and
2. the goodwill of any business carried on on the Mortgaged Property together with the benefit of any licences and registrations required in the running of such business.

**Part 3**

**Covenants and Restrictions**

1. By Clause 3 of the Charge the Company covenanted:

(a) to observe and perform all restrictive and other covenants and stipulations, (if any), for the time being affecting the Mortgaged Property or any part of it;

(b) to pay and discharge all existing and future rates, taxes, charges, assessments, impositions and outgoings whatsoever (whether parliamentary, municipal, parochial or otherwise) which now are or at any time after the date of this Charge may be payable, charged or assessed on or in respect of the Mortgaged Property or any part of it or the owner or occupier of it;

(c) to keep the Mortgaged Property in good and substantial repair and condition and, when necessary, rebuilt and renewed and to permit Nationwide and any person authorised by it to enter the Mortgaged Property to view the state and condition of it at all reasonable times in the daytime. Immediately after service by Nationwide of notice of any defect or want of repair on the Mortgaged Property, the Company will make good all defects and repairs;

(d) to observe and perform the obligations contained in any agreement in contemplation of which the fixed charge over the Mortgaged Property has been created;

(e) to observe and perform the covenants and obligations on the part of the Company contained in any Permitted Charges;

(f) forthwith notify Nationwide, in writing, upon the happening of an event which with the giving of time fulfillment of a condition or giving of notice would constitute a breach of the covenants and warranties on the part of the Company contained in this Charge;

(g) to indemnify and keep indemnified Nationwide from and against all actions, proceedings, damages, costs, claims and demands occasioned by any breach of any of the covenants, conditions and warranties on the part of the Company contained in this Charge;

(h) (i) to conduct and maintain any business and/or operations carried on at the Mortgaged Property so as to comply in all material respects with all applicable Environmental Laws;

(ii) to notify Nationwide promptly and in reasonable detail upon receipt of any claim, notice or communication, or if it becomes aware of, any violation or potential violation by it of any Environmental Laws, setting out the action which is to be taken in respect to that matter; and

(iii) to maintain continuous environmental surveillance of its Property and business operations and shall monitor all its procedures to prevent contravention of Environmental Laws.

(i) not without the prior consent in writing of Nationwide, change or permit or suffer to be changed the present use of the Mortgaged Property. In the event that the Company fails to

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

keep the Mortgaged Property in good repair, Nationwide may enter the Mortgaged Property for the purpose of carrying out any works, repairs or rebuilding and shall not, in doing so, be treated as a mortgagee in possession;

(j) not to do, permit or suffer to be done in or upon the Mortgaged Property any waste, spoil or destruction and not make, permit or suffer to be made any alteration or addition to the Mortgaged Property, without the prior consent in writing of Nationwide. In the event of Nationwide giving consent to commence and proceed with the works, the Company shall, without delay, carry out those works, to Nationwide's satisfaction in accordance and within the provisions and conditions of the consent. The Company shall not sever unfix or remove any of the fixtures or plant or machinery on the Mortgaged Property except for the purposes of effecting any necessary repairs, or of replacing the same with new and improved models;

(k) not create any mortgage, charge, lien, easement or other encumbrance upon the Mortgaged Property or any part of it and shall not convey, assign or transfer the whole or declare a trust in respect of or any part of, the Mortgaged Property without the consent of Nationwide;

(l) not to do, permit or suffer to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the Charge; and

(m) not without the consent of Nationwide, elect to waive exemption under paragraphs 2-4 of Schedule 6A to the Value Added Tax Act 1983 (amended as by the Finance Act 1989) in respect of any supply made in relation to the Mortgaged Property or any part of it or any other building, parade, precinct or complex or any other contiguous agricultural land (including the buildings on such land) in which the Company has a right or licence to occupy within the meaning of paragraph 3(2) of Schedule 6A to the Value Added Tax Act 1983 (as amended by the Finance Act 1989) which could give rise to a deemed election in relation to the Mortgage Property.

2. The Company undertook that it shall charge to Nationwide by way of floating charge with the payment and discharge of all the Company's present or future actual or contingent indebtedness to Nationwide (by way of a separate debenture in a form satisfactory to Nationwide but reflecting the agreement between the parties that the floating charge granted pursuant thereto be a "featherweight" floating charge) the whole of the Company's undertaking and all of its property agreements rights assets and income whatsoever and wheresoever, present and future, other than any property agreements rights assets or income from time to time or for the time being effectively charged by way of the Legal Charges if at any time hereafter the Company grants a floating charge over the whole of the subject matter referred to in this clause to any other bank or financial institution. The Company shall immediately notify Nationwide in writing of the grant of any such floating charge to any other bank or financial institution.

3. This Charge shall become enforceable:

(a) at any time after Nationwide's demand for payment from the Company of any Indebtedness;

(b) if the Company shall request Nationwide to appoint a receiver over the Mortgaged Property;

(c) if the Company admits in writing its inability to pay or shall become unable to pay its debts generally as they fall due or becomes bankrupt or insolvent, or files any petition or action for relief under any bankruptcy, reorganisation or insolvency law;

(d) if a distress or other execution is levied on or against any material (in Nationwide's opinion) part of the Company's property; or

(e) if any other event shall occur which has been agreed by the Company and Nationwide as an event upon the occurrence of which this or any other security for all or any of the Indebtedness shall be enforceable.

Short particulars of all the property mortgaged or charged (continued)

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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. 00062605

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 23rd SEPTEMBER 1999 AND CREATED BY JAMES SMITH ESTATES PUBLIC LIMITED COMPANY FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONWIDE BUILDING SOCIETY ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th OCTOBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th OCTOBER 1999.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



COMPANIES HOUSE

HC026B