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bold block lettering

\* insert full name  
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

19

2119016

Name of company

\* SABRELEAGUE LIMITED (the "Chargor")

Date of creation of the charge

1 August 1996

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

Charge (the "Charge") between the Chargor (1) and the Britannia Building Society (the "Society") (2).

Amount secured by the mortgage or charge

*All monies due  
from Chargee  
to Society*

All and any monies and liabilities which as at the date of the Charge are or which at any time or times in future shall become due or owing by the Borrower to the Society whether solely or jointly with any other person, firm or company and whether as principal debtor or guarantor or otherwise together with interest at the Stipulated Rate (to run after as well as before any judgment) together with all costs, charges and expenses on a full indemnity basis which the Society may pay or incur in connection with the Charge or any other deed or document or security with the Society or in enforcing or obtaining payment of the monies and liabilities referred to in clause 2.1 of the Charge.

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

Britannia Building Society  
Britannia House  
Leek  
Staffordshire ST13 5RG

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

Hammond Suddards  
2 Park Lane  
Leeds  
LS3 1ES

SABRE.LFD AJXL/FORMS

Time critical reference

For official use  
Mortgage Section

Post room



By the Charge which is expressly made for securing present and further advances the Chargor with full title guarantee and as a continuing security for the discharge on demand of the monies and liabilities which the Chargor covenants to be paid or performed:

a) charges to the Society by way of first fixed charge the Property together with all fixtures and fittings whatsoever as at the date of the Charge or at any future time affixed or attached to the Property and together with the goodwill of any trade or business carried on as at the date of the Charge or in the future at the Property by the Chargor;

b) charges to the Society by way of first fixed charge all its interest in all or any monies received or to be received by it or any person on its behalf in respect of any sale, letting mortgage or other dealing with the Property including deposits paid on account of any sale of the Property and including the proceeds of any insurance claim in respect of the Property or any compensation payable by any third party or statutory body in relation to the Property;

c) assigns and charges to the Society by way of fixed equitable charge all its interest in and rights under any contracts for the improvement,

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Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Hammond Siddards*

Date

*2/8/96*

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.

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## Particulars of a mortgage or charge (continued)

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

CHA 116

Please complete  
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Company Number

2119016

Name of Company

SABRELEAGUE LIMITED (the "Chargor")

~~limited~~

\* delete if  
inappropriate

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)

Please complete  
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carrying out of works or development of the Property including any copyright or implied licence of the Chargor in or in respect of plans or specifications prepared in connection with those works or development;

d) assigns and charges to the Society by way of fixed equitable charge the benefit of all guarantees, warranties and representations given or made by architects, quantity surveyors, consulting engineers and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items from time to time in or on the Property;

e) assigns to the Society the rents and income of the Property arising under any of the Occupational Leases or otherwise and all rental deposits and guarantees held pursuant to the occupational leases save that until the occurrence of an Event of Default the Chargor shall be entitled to collect and receive those rents and income;

f) assigns and charges to the Society by way of fixed equitable charge the benefit of all personal covenants given by the tenants, licensees and other occupiers under the Occupational Leases and all guarantees in respect of the tenants' obligations whether given to the Chargor or the Chargor's predecessors in title;

g) (where the Chargor is a corporate body) charges to the Society by way of floating charge all the assets property and undertaking of the Chargor present and future including its uncalled capital for the time being.

Note:

1. The Chargor shall not without the prior written consent of the Society create any legal or equitable charge or encumbrance on the Property or on any other property charged by the Charge.

2. The Chargor covenants with the Society as follows:

a) To observe and perform all restrictive and other covenants and stipulations (if any) for the time being affecting the Property.

b) Not without the Society's prior written consent to a change or permit any change to the present use of the Property.

c) Not without the Society's prior written consent (such consent not to be unreasonably withheld) to make any application for planning permission (or any alteration or amendment to any planning permission) in respect of the Property and if any planning permission is obtained to produce a copy to the Society within seven days of its receipt by the Chargor.

d) Not without the Society's prior written consent to enter into any negotiations with any Authority with regard to or to consent to the development or acquisition of the Property and if so requested by the Society to permit the Society or its representatives to conduct those negotiations or to give any consent on the Chargor's behalf.

e) Not to exercise the powers of leasing, agreeing to lease or accept surrenders of leases conferred upon the Chargor by Section 99 of the Law of Property Act 1925 in respect of the Property or to vary any lease so permitted or existing at the date of the Charge or to grant franchises or licences to occupy any part of or unit at or any part of a unit at the Property without the Society's prior written consent (such consent not to be unreasonably withheld) and save as permitted by this clause not to enter into or permit any parting with possession or occupation or use of or sharing arrangement in respect of the Property.

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# Particulars of a mortgage or charge (continued)

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

CHA 116

Please complete  
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Company Number

2119016

Name of Company

SABRELEAGUE LIMITED (the "Chargor")

~~limited~~

\* delete if  
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

Please complete  
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f) In respect of each occupational Lease where any Occupational Lease contains a provision for the amount of any rent payable to be dependent upon agreement between the parties thereto not to agree to any revised rent without the Society's prior written consent (such consent not to be unreasonably withheld).

g) Not to do or permit or suffer to be done in or upon the Property any damage or destruction and not to make or permit to be made any alteration or addition without the Society's prior written consent (such consent not to be unreasonably withheld) and in the event of the Society giving its consent to commence, proceed with and complete the permitted works without delay and to carry them out in accordance with the provisions and conditions of the consent and to the reasonable satisfaction of the Society.

h) Not to do or permit or suffer to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the Property including (without limitation) the removal of any fixtures from the Property except where they are replaced with others of equal or greater value.

i) Not to make or carry out any development of the Property within the meaning of the Planning Acts.

Words and expressions used in the form M395 shall have the following meanings:-

"Authority" means such government department, local or public authority or statutory undertaker as the context requires.

"the Borrower" Gladquote Limited (Company No. 1654930).

"Event of Default" means the occurrence of any of the events specified as an event of default in Clause 6 of the Charge.

"the Offer Letter" means the letter from the Society to the Borrower dated 28 June 1996 together with any variations to that letter or any letter replacing or superseding it.

"Occupational Leases" means each and all of the leases, licences or other occupational interests present or future to which the Chargor's interest in the Property is subject.

"the Planning Acts" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990 and all orders and regulations issued under them and for the time being in force.

"the Property" 10-16 Standard Road, London, registered at H M Land Registry with title number MX407947 and includes any part or parts of it.

"Stipulated Rate" means the rate of interest specified in the Offer Letter.

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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. 02119016

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE DATED THE 1st AUGUST 1996 AND CREATED BY SABRELEAGUE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM GLADQUOTE LIMITED TO BRITANNIA BUILDING SOCIETY UNDER THE TERMS OF THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th AUGUST 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th AUGUST 1996.

  
A. J. WAKEHAM

for the Registrar of Companies

Post  
w.g.  
9-8-96.



C O M P A N I E S H O U S E

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