

M

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

COMPANIES FORM No. 395 *Nat West £10.00* *200743* **Particulars of a mortgage or charge**

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

[1117]

02775041

Name of company

* BOURNSTON DEVELOPMENTS LIMITED ("Borrower")

Date of creation of the charge

30 April 2001

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

Legal Charge dated 30 April 2001 ("Charge") made between
(1) the Borrower and (2) Northern Rock plc ("Lender")

Amount secured by the mortgage or charge

The Principal Sum (as defined below) and all other monies which now are or at any time afterwards may be or become due from the Borrower to the Lender and the discharge of all obligations and liabilities whether actual or contingent (including further advances made by the Lender after the date of this Charge and secured directly or indirectly by this Charge) now or afterwards owed by the Borrower to the Lender whether on any current or other account or otherwise in any manner whatever (whether alone or jointly and in whatever style, name or form and whether as principal or surety) and whether originally owing to the Lender or purchased or otherwise acquired by it together with interest to date of payment at such rates and upon such terms as may from time to time be determined by the Lender in accordance with this Charge or the Loan Offer (as defined below) and all commission, fees and other charges and all legal and other costs and expenses

SEE CONTINUATION SHEET

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

Northern Rock plc
Northern Rock House
Gosforth
Newcastle upon Tyne

Postcode NE3 4PL

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

DLA
Princes Exchange
Princes Square
Leeds
LS1 4BY

ABC/TWL/27570/584

Time critical reference
ABC

For official Use
Mortgage Section

Post room



HLE
COMPANIES HOUSE

H39J88KH

0263
11/05/01

Short particulars of all the property mortgaged or charged

1. By way of legal mortgage the Property (as defined below) and all its Fixtures (as defined below) and by way of specific charge all the income from time to time arising or payable to or on behalf of the Borrower in relation to the Property and the proceeds of any Disposal (as defined below) in respect of the Property and all deeds and documents from time to time relating to the same and all Insurance and Compensation Monies (as defined below);
2. By way of assignment the Related Rights (as defined below);
3. By way of fixed charge the equipment and goods listed in this Charge (if any) and all other fixtures, fittings, plant and machinery which may from time to time be erected on or affixed to the Property;
4. By way of floating charge all other moveable plant, machinery, implements, building materials of all kinds, utensils, furniture and equipment now or from time to time placed on or used in or about the Property and belonging to the Borrower;
5. By way of floating charge the undertaking and all other property assets and rights of the Borrower whatsoever and wheresoever both present and future (including but not limited to the Property and assets referred to in 1, 2 and 3 above and the stock-in-trade of the Borrower);

SEE CONTINUATION SHEET

Particulars as to commission allowance or discount (note 3)

Nil

Signed

DCA

Date 1 May 2001

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

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

Please do not write in this margin

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

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

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

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

CHFP025

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

Company Number

02775041

Name of Company

BOURNSTON DEVELOPMENTS LIMITED ("Borrower")

Limited*

* delete if
inappropriate

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

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

(including internal administrative costs) incurred by the Lender in relation to this Charge in enforcing or seeking to enforce the security created by this Charge on a full indemnity basis (including those in connection with the acts or matters referred to in clauses 9, Appointment and powers of Receiver and 14, Costs, expenses and indemnities); and

commission, interest, fees and charges to date of payment (as well after as before any demand or judgement) at the rates and upon the terms from time to time agreed between the Borrower and the Lender or, if there is no such agreement, determined by the Lender in accordance with this Charge or the Loan Offer and such interest shall be compounded in the event of it not being punctually paid in accordance with the usual practice of the Lender but without prejudice to the right of the Lender to require payment of such interest when due ("Secured Liabilities").

"Loan Offer" means any offer in writing whereby the Lender offers to advance the Principal Sum to the Borrower;

"Principal Sum" means any sum advanced by the Lender to the Borrower and includes any further advance or readvance to the Borrower;

Please do not
write in this
binding margin

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

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

6. By way of assignment the Goodwill (as defined below) and the Intellectual Property (as defined below).

"Disposal" includes any charge, sale (whether subject to this Charge or otherwise), lease, sub-lease, assignment or transfer, or any agreement to enter into any of the foregoing the grant of an option or similar right, the creation of a trust or other equitable interest in favour of a third party and a sharing or parting with possession or occupation whether by way of licence or otherwise and "Dispose" and "Disposition" shall be construed accordingly;

"Fixtures" in relation to any freehold or leasehold property charged by this Charge means all fixtures and fittings from time to time attached to the Property but excluding, where the Borrower is not a body corporate, trade fixtures and fittings;

"Goodwill" means the goodwill of the Borrower in the Business together with the benefit of all Authorisations which the Borrower may hold in connection with any Business;

"Insurance and Compensation Monies" means the monies due and owing at any time under the insurance policies or compensation arrangements referred to in clauses 4.1(b)(iv), 4.1(b)(v) and 0;

"Property" means leasehold property known as 12-28 (even numbers inclusive) Arundel Gate, Sheffield comprised in a lease dated 30 July 1968 (1) The Lord Mayor Alderman and Citizens of the City of Sheffield and (2) Frank Joseph Kershaw, Barclay Falkland Macfarlane and John Lewis Atkinson together with all buildings thereon and all Fixtures subject to and with the benefit of all rights, easements, covenants, restrictions, stipulations, agreements, declarations and other matters affecting and/or benefiting the same and includes every part of the same;

"Related Rights" means any option to purchase the freehold or superior leasehold, or to obtain a new lease, of the Property, any guarantees relating to the Property, any share or membership rights in a residents' association or management company relating to the Property any other benefit or right of any kind relating to the Property its construction use or title.

NOTE 1

The Charge contains a power to appoint a receiver (as defined below).

"Receiver" means any one or more receivers and/or managers or administrative receivers appointed by the Lender pursuant to this Charge in respect of the Borrower or over all or any of the Charged Property.

NOTE 2

1) During the continuance of this Charge the Borrower will not:

- a) other than any floating charge permitted under the terms of 2 below, create or allow any Security Interest over the Property;
- b) without the prior written consent of the Lender under the hand of one of its authorised officials, grant or agree to grant any lease, agreement for lease or licence in respect of the Property, or part with or share possession of the Property or grant any legal or equitable interest in or right over the Property;
- c) accept any surrender of any lease, agreement for lease or licence of the Property;
- d) vary the terms of any lease, agreement for lease or licence of the Property;
- e) make any Disposition of the Property including surrendering or agreeing to surrender the same.

2) The Borrower promises not to create or allow any Security Interest over the Charged Property whether ranking before, pari passu with or after this Charge.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02775041

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 30th APRIL 2001 AND CREATED BY BOURNSTON DEVELOPMENTS LIMITED FOR SECURING THE PRINCIPAL SUM AND ALL OTHER MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NORTHERN ROCK PLC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE CHARGE OR THE LOAN OFFER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th MAY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th MAY 2001.

VR



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —