

# M

Please do not  
write in  
this margin

CHA 116

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

# 395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

124

3415754

Name of company

\* LEND LEASE CLACTON LIMITED (the "Chargor")

Date of creation of the charge

29th January 1998

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

Legal Charge (the "Charge")

Amount secured by the mortgage or charge

All liabilities of the Borrowers owed or expressed to be owed to Helios (Clacton) Limited ("Helios") whether owed jointly or severally under:

(a) the Loan Agreement and the Charge; and

(b) the Vendor's Initial Payment and the Vendor's Secondary Payment both as defined in the Fifth Schedule of the Sale and Purchase Agreement but excluding any adjustments to such payments which may become due pursuant to paragraph 3.6 of such Schedule (the "Secured Liabilities").

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

Helios (Clacton) Limited

2 Berkeley Square

London ("Helios")

Postcode

W1X 5HG

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

WILDE SAPTE  
1 Fleet Place  
London EC4M 7WS

DX: 145 LONDON

Ref: LDR/697346/BF310468.01

Time critical reference

For official use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The Chargors with full title guarantee subject to all matters disclosed in the Certificate of Title and to any Permitted Security:

- (a) charged to Helios by way of legal mortgage the Property; and
- (b) assigned to Helios by way of second assignment all right, title, benefit and interest of the Chargors arising out of or in or under any Agreement for Lease.

COVENANTS IN THE CHARGE

The Chargors will not otherwise than as permitted under the Loan Agreement enter into, create or permit to subsist any Security over any charged Property other than a Permitted Security.

DEFINITIONS:

"Agreement for Lease" means any agreement for lease already entered into in relation to the Property or any agreement for lease to be entered into by

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

*Wilde Sapte*

Date

*2/2/98*

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.

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)

CHA 116

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

Company Number

3415754

Name of Company

LEND LEASE CLACTON LIMITED (the "Chargor")

~~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**

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

the Chargors in either case comprising a pre-letting of the Property or any part thereof;

"Borrowers" means, subject to the Loan Agreement, jointly and severally the Chargors and Clacton Investments Limited;

"Certificate of Title" means a certificate of title prepared by Wilde Sapte relating to the title to the Property and the terms of the existing Agreements for Lease dated 29th January;

"Chargors" together means the Chargor and Goodcite Limited (company number 3384156);

"First Charge" means the first charge granted or to be granted over the Property by the Chargors in favour of the United Bank of Kuwait Plc on or about the date of the Charge;

"Inter-creditor Deed" has the meaning assigned to it in the Loan Agreement;

"Loan Agreement" means the loan agreement constituted by the letter dated 26th January 1998 from Helios to the Borrowers;

"Permitted Security" means:

(a) any Security entered into in favour of the United Bank of Kuwait Plc and referred to in the Inter-Creditor Deed;

(b) the First Charge; and

(c) liens arising by operation of law in the ordinary course of business which the relevant Chargor will use all reasonable endeavours to have removed;

"Property" means all that freehold property known as land on the east side of Stephenson Road West Little Clacton and registered at HM Land Registry with title number EX444123;

"Sale and Purchase Agreement" means an agreement for the sale of the Property dated 29th January 1998 made between Helios (1) the Chargors (2) and Lend Lease Europe Holdings Limited (3);

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

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03415754

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 29th JANUARY 1998 AND CREATED BY LEND LEASE CLACTON LIMITED FOR SECURING ALL LIABILITIES OF THE BORROWERS (AS DEFINED) OWED OR EXPRESSED TO BE OWED TO HELIOS (CLACTON) LIMITED UNDER THE LOAN AGREEMENT AND THE CHARGE AND THE VENDOR'S INITIAL PAYMENT AND THE VENDOR'S SECONDARY PAYMENT (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd FEBRUARY 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th FEBRUARY 1998.

  
A. HAMILTON

for the Registrar of Companies



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