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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

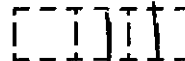
A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



4331148

Name of company

* NUPPP NOMINEES LIMITED

Date of creation of the charge

22 October 2003

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

Supplemental Charge

Amount secured by the mortgage or charge

See Schedule A attached.

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

Brighton & Hove City Council of
Kings House
Grand Avenue

Postcode BN3 2SR

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

Eversheds LLP
Senator House, 85 Queen
Victoria Street, London, ,
EC4V 4JL

ReedSU.051472.010006

Time critical reference

For official Use
Mortgage Section

Post room



A69
COMPANIES HOUSE

0311
31/10/03

Please see Schedules B and C attached.

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legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed

E. W. Sheds

Date 30 October 2003

On behalf of [XXXXXX] [mortgagee/chargee] Solicitors

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

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 CF14 3UZ

NUPPP Nominees Limited

SCHEDULE A

The due performance of the respective obligations of the Purchaser, the Fund and/or the Developer at the date of the Charge or at any time thereafter due, owing, incurred or outstanding: under Clause 4 of the Development Agreement; the obligations of the Library Contractor under Clause 58.8 of the Project Agreement; the obligations of the Developer to carry out the Infrastructure Works under the Development Agreement; the obligations of the Fund under Clause 10.5 and 10.6 of the Financier Direct Agreement; the obligations of the Fund under Clause 23 (Guarantee) of the Development Agreement as guarantor but only in relation to Clause 4 and the carrying out of the Infrastructure Works pursuant to the Development Agreement; the obligations of the Chargors under the Charge whether present or future, actual or contingent, whether solely or jointly with any other person and whether as principal or surety or in any other capacity whatsoever and all damages losses and liabilities arising from the breach of the same by the Chargors together with all interest accruing thereon and costs, charges and expenses incurred in connection therewith (the "Secured Obligations").

Definitions:

In this Form 395:

- | | |
|-----------------------------|---|
| “the Charge” | means a charge (Development Agreement) dated 21 October 2002 and made between NU Development (Brighton) Limited (1) NUPPP and NUPPP Nominees (2) the Fund (3) and Brighton and Hove City Council (4) (as amended, varied, novated or supplemented from time to time in accordance with its terms or, as the case may be, with the agreement of the parties and including the Supplemental Charge) |
| “the Chargors” | means, as the context admits, the Developer, the Purchaser, the Nominees and the Fund either collectively, jointly or individually |
| “the Developer” | means NU Developments (Brighton) Limited, a company incorporated under the laws of England and Wales with its registered number being 4278269 whose registered office is at St Helens, 1 Undershaft, London EC3P 3DQ |
| “the Development Agreement” | means an agreement dated 21 October 2002 and made between Brighton and Hove City Council (1) the Developer (2) the Purchaser (3) and the Fund (4) |

“the Financier Direct Agreement”	means the agreement dated 21 October 2002 between Brighton and Hove City Council (1) the Fund (2) the Library Contractor (3) and NU3Ps Limited (4)
“the Fund”	means Norwich Union Public/Private Partnership Fund (a limited partnership number LP005956) whose principal office is at 24-36 Lime Street, London, EC3M 7JE acting by its general partner NUPPP (GP) Limited
“the Infrastructure Works”	shall have the same meaning as is set out in the Development Agreement
“the Library Contractor”	means N U Library for Brighton Limited a company registered in England and Wales under company number 4139804 whose registered office is at St Helens, 1 Undershaft, London, EC3P 3DQ or any other contractor who may assume the obligations of such company by virtue of Clause 8 of the Financier Direct Agreement
“the Purchaser”	means the Nominees as trustees of the Fund
“the Nominees”	means NUPPP and NUPPP Nominees
“NUPPP”	means NUPPP (GP) Limited a company incorporated under the laws of England and Wales with its registered number being 4330905 whose registered office is at St Helens, 1 Undershaft, London, EC3P 3DQ
NUPPP Nominees”	means NUPPP Nominees Limited a company incorporated under the laws of England and Wales with its registered number being 04331148 whose registered office is at St Helens, 1 Undershaft, London, EC3P 3DQ

NUPPP Nominees Limited

SCHEDULE B

1. With effect from the date of the Supplemental Charge, NUPPP Nominees to the extent of its interest therein with full title guarantee as a continuing security for the payment and discharge of the Secured Obligations;
- 1.1 charges in favour of Brighton and Hove City Council by way of first legal mortgage all estates or interests in the Block Leases and other immovable property described in schedule 1 to the Supplemental Charge (a copy of which is attached as schedule C) and the proceeds of sale thereof and all buildings and trade and other Fixtures on any such property belonging to NUPPP Nominees.
- 1.2 charges by way of charge and absolute assignment to Brighton and Hove City Council the benefit of all Rights to which NUPPP Nominees was at the date of the Supplemental Charge or may thereafter become entitled in relation to the Scheduled Property and/or any buildings at the date of the Supplemental Charge or thereafter standing thereon including in particular (but without prejudice to the generality of the foregoing) the benefit of all Rights against all past, present and future tenants and under-tenants of the whole or any part or parts of the Scheduled Property and their respective guarantors or sureties subject to the provision for re-assignment contained in the Charge provided that NUPPP Nominees may take all steps to collect debts and to exercise Rights until an Event of Default has occurred.

Note: NUPPP Nominees covenants that without the prior written consent of Brighton and Hove City Council (other than as to the charges entered into or to be entered into in favour of the Governor and Company of the Bank of Scotland comprised in a Legal Mortgage and Assignment dated 21 October 2002 and made between the Fund (1) the Purchaser (2) the Developer (3) and the Bank (4)) it shall not nor shall it agree or purport to;

- (a) create or permit to subsist an Encumbrance over the Charged Assets whether in any such case having priority to or pari passu with or after the security created by the Charge; or
- (b) sell, discount, factor, transfer, lease, lend or otherwise dispose of whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any material part of the Charged Assets other than sub-lettings of the whole or any part of the Scheduled Property which satisfy the conditions set out in sub-clause 3.13.2 of the Development Agreement; or
- (c) charge, effect a discount or assign the Deposit or any other debts in favour of any other person in relation to the Charged Assets.

Definitions:

In this Form 395:

"Bank"	means The Bank of Scotland at the branch situated at 38 Threadneedle Street, London EC1 or such other bank as Brighton and Hove City Council may from time to time nominate
"Block Leases"	means the leases entered into in relation to Blocks (as defined in the Development Agreement) pursuant to the Development Agreement and as specifically set out in Schedule 1 of the Development Agreement or those to be entered into.
"Charged Assets"	means all the assets property undertaking and other interests mortgaged charged or assigned by the Charge whatsoever and wheresoever both present and future (including for the avoidance of doubt the Scheduled Property and the Deposit)
"Deposit"	all monies now or at any time together and from time to time standing to the credit of the Security Account together with all interest accrued or accruing thereon and all rights of the Chargors in relation to such monies and interest
"Encumbrance"	means any mortgage, charge, assignment for the purpose of security, pledge, lien, rights of set-off or hypothecation or trust arrangement for the purpose of, or which has the effect of, granting security or other security interest of any kind whatsoever or any agreement, whether express to be conditional or otherwise, to create any of the same or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or required or acquired by the Chargors
"Event of Default"	means an event of default defined as such in the Charge
"Fixtures"	means in relation to any freehold or leasehold property charged by or pursuant to the Charge, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon

"Rights"	means all rights, authorities, discretions, remedies, liberties, powers, easements, quasi easements and appurtenances (in each case in any way whatsoever)
"Security Account"	means an account with the Bank in the name of the Chargors (Account number 00132174) or such other account or accounts at any branch of the Bank as may from time to time be substituted therefor whether by way of transfer of monies, re-designation or otherwise
"Scheduled Property"	means the property described in Schedule 1 of the Supplemental Charge (a copy of which is annexed to this form 395 as schedule C) and each and any part thereof together with the benefit of all easements and other rights now or from time to time benefiting the same and (where appropriate) all or any of the other agreements and items assigned or charged by the Supplemental Charge.
"Supplemental Charge"	means the supplemental charge granted pursuant to the terms of the Charge which is the subject of this form 395.

NUPPP NOMINEES LIMITED

Company Number 4331148

SCHEDULE C

The Scheduled Property

Block Lease to be charged by way of legal mortgage

Block Lease between Brighton and Hove City Council (1) Block 8 as more particularly
and NUPPP (GP) Limited and NUPPP Nominees Limited defined in the Development
upon trust for Norwich Union Public/Private Partnership Agreement
Fund (2)

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04331148

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL CHARGE DATED THE 22nd OCTOBER 2003 AND CREATED BY NUPPP NOMINEES LIMITED FOR SECURING THE DUE PERFORMANCE OF THE RESPECTIVE OBLIGATIONS OF THE PURCHASER, THE FUND AND/OR THE DEVELOPER, LIBRARY CONTRACTOR AND THE CHARGORS UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 31st OCTOBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th NOVEMBER 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

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