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CHWP000

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf)

For official use

Company number

9

04331148

Name of company

* insert full name
of company

* NUPPP NOMINEES LIMITED

I, CLAIRE VALENTINE
of 1 St Helens Undershaft London EC3P 3DQ† delete as
appropriate

~~I, [Director] (the secretary) [delete address and name of the company] of the above company, do~~
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in ~~[full]~~ **[full]**

insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etcDate and description of charge # Supplemental Charge (Development Agreement) Dated 08/01/03Date of registration on 15 January 2003Name and address of [chargee] ~~[delete address and name of the company]~~ Brighton and Hove City Council
having its Head Office at Kings House, Grand Avenue, Hoveo the date of
registration may be
confirmed from the
certificateShort particulars of property charged § The property more particularly described in the addendum
hereto§ insert brief details
of propertyAnd I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835Declared at 101 Parkway, London
EC2R 8EZ

Declarant to sign below

Day Month Year
on 12 01 2003before me S. LaneA Commissioner for Oaths or Notary Public or Justice of
the Peace or a Solicitor having the powers conferred on a
Commissioner for Oaths

Claire Valentine
AUTHORISED SIGNATORY
FOR AND ON BEHALF OF
AVIVA COMPANY
SECRETARIAL SERVICES LIMITED

Presenter's name address and
reference (if any)Investors in the Community
3rd Floor 140 Aldersgate Street
London EC1A 4HYFor official Use (02/06)
Mortgage Section

Post room

WEDNESDAY



LD3

L51HWQRL
27/06/2007
COMPANIES HOUSE

434

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

"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 4032 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 4032

Company No: 4330905

NUPPP Nominees Limited

SCHEDULE C

The Scheduled Property
(as set out in Schedule 1 to the Supplemental Charge)

Block Leases to be charged by way of legal mortgage

1	Block Lease between Brighton and Hove City Council (1) and NUPPP (GP) Limited and NUPPP Nominees Limited (2)	Block 6A as more particularly defined in Development Agreement.
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