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COMPANIES FORM No. 395

Particulars of a mortgage or charge *R.B. Sect.*



Pursuant to section 395 of the Companies Act 1985

Please do not write in this margin

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

* insert full name of company

To the Registrar of Companies

For official use

Company number

701-11

2034991

Name of company

* RUSHBOND PLC

Date of creation of the charge

23 June 2000

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

Charge over Construction Contract

Amount secured by the mortgage or charge

Any and all sums (of principal, interest, fees or otherwise) due or to become due to the Bank from the Company or any person who is a party to any Related Security Document (defined below) under or pursuant to the terms of a facility agreement ("the Facility Agreement") dated 20 June 2000 this deed or any Related Security Documents.

"Related Security Document" means any document creating evidencing or regulating the terms of any guarantee, indemnity, mortgage, charge, pledge or other security now or from time to time held by the Bank in respect of or in connection with the Facility Agreement the Building Contract constituting the charged property or all or any part of the said indebtedness.

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

DUNBAR BANK PLC of 9-15 Sackville Street London W1A 2JP
("the Bank")

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

DJ FREEMAN
1 FETTER LANE
LONDON EC4A 1JB

Ref: JNC/01123675

For official use
Mortgage Section

Post room

Time critical reference



LD7
COMPANIES HOUSE

L81RX84E

0433
12/07/00

Short particulars of all the property mortgaged or charged

"The Contract" shall herein mean a construction contract dated 5 June 2000 between the Company and Roberts Construction Limited ("the Contractor") for the refurbishment ("the Development") of the property known as 24/32 Bridge End Leeds to form leisure units at basement and ground floor levels and apartments at upper levels together with any bond issued pursuant thereto.

The property charged by way of first fixed legal charge is:-

- (a) the Company's present and future rights, title and interest in and to the Contract;
- (b) such sums which shall from time to time become payable to the Company by the Contractor under the Contract or any provision thereof; and
- (c) the Company's rights arising out of or in connection with any breach or default by the Contractor or any other party to the Contract or under any of the terms, obligations, covenants, undertakings or conditions of the Contract whether in respect of the Development or otherwise.

The Charge contains a covenant by the Company with the Bank not to further assign or create any charge, mortgage or other encumbrance over the property the subject matter of the Charge or any part thereof.

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write in
this margin

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legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

None

Signed

J. J. Freeman

Date 12 July 2000

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.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02034991

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER CONSTRUCTION CONTRACT DATED THE 23rd JUNE 2000 AND CREATED BY RUSHBOND PLC FOR SECURING ALL SUMS DUE OR TO BECOME DUE FROM THE COMPANY TO DUNBAR BANK PLC UNDER OR PURSUANT TO THE TERMS OF A FACILITY AGREEMENT DATED 20 JUNE 2000 THIS DEED OR ANY RELATED SECURITY DOCUMENTS WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th JULY 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th JULY 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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