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in black type, or
bold block lettering

*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

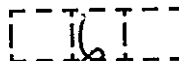
395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



2278367

Name of company

* HARRIS VENTURES LIMITED ("the Mortgagor")

Date of creation of the charge

2nd June 1995

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

CHARGE ON SHARE OF A FREEHOLD/LEASEHOLD PROPERTY
("the Charge") MORTGAGE

Amount secured by the mortgage or charge

1. In accordance with any relevant agreement between the Bank and the Mortgagor relating to the amounts secured by the Charge or, in the absence of any such agreement, all money and liabilities (including further advances made by the Bank after the date of the Charge and secured directly or indirectly by the Charge) whether certain or contingent which on the date of the Charge are or at any time thereafter may be due owing or incurred from or by the Mortgagor to the Bank anywhere on any current or other account or in any manner whatsoever whether alone or jointly with any other person firm or corporation and in whatever style name or form and whether as principal or surety together with interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Mortgagor or, in the absence of such agreement, at the rate of three per cent above the Bank's base rate for the time being in force in respect of any such money or liabilities denominated in sterling and three per cent above the Bank's cost (as certified by the

(SEE CONTINUATION SHEET No.1)

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

LLOYDS BANK PLC of City Office, P.O. Box 72, Bailey Drive, Gillingham Business Park,
Kent ("the Bank")

Postcode

ME8 0LS

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

ASHURST MORRIS CRISP
Broadwalk House
5 Appold Street
London EC2A 2HA

MXG/55377.1

Time critical reference

For official use
Mortgage Section

REGISTERED

- 9 JUN 1995

Post room



Short particulars of all the property mortgaged or charged

1. The property charged is the Mortgagor's present and future interest in, and in the proceeds of sale of, the property known as or being Cwmbran Retail Park including the entirety of the property comprised in the following Land Certificates/Title Numbers:-

- (1) WA446428; and
(2) WA394384, ✓

in the County and District of Gwent, Torfaen.

2. (a) The Mortgagor as beneficial owner charged all that the interest of the Mortgagor in the property specified above and in the proceeds of sale thereof together with all buildings and fixtures thereon and the Mortgagor as beneficial owner further charged by way of floating charge all moveable plant and machinery implements utensils

(SEE CONTINUATION SHEET No.1)

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Particulars as to commission allowance or discount (note 3)

Nil

Signed

Ashurst Morris *Casp* ✓

Date

7th June 1995 ✓

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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

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

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Company Number

2278367

Name of Company

HARRIS VENTURES

Limited*

* delete if
inappropriate

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

Bank) from time to time of obtaining the relevant currency in respect of any such money or liabilities denominated in a currency other than sterling and commission and other banking charges and legal and other costs charges and expenses (on a full and unqualified indemnity basis including without limitation costs incurred or suffered by the Bank in connection with an application under Section 15 of the Insolvency Act 1986) incurred by the Bank in relation to the Charge or in enforcing the security created by the Charge.

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2. Interest at the rate aforesaid on the money so due (whether before or after any judgment which may be recovered therefor) upon such days in each year as the Bank and the Mortgagor shall from time to time agree or, in the absence of such agreement, as the Bank shall from time to time fix and (without prejudice to the right of the Bank to require payment of such interest) all such interest shall be compounded (both before and after any demand or judgment) upon such days in each year as the Bank shall from time to time fix.

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

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furniture goods and equipment which are at the date of the Charge or from time to time placed on or used in or about the property specified above and so that the Mortgagor shall not without the consent in writing of the Bank create or allow to subsist any specific or other mortgage debenture or charge upon such chattels ranking in priority to or *pari passu* with any charge created by the Charge.

- (b) The Mortgagor as beneficial owner assigned to the Bank the goodwill of the business (if any) carried on by the Mortgagor at the mortgaged premises to hold the same unto the Bank absolutely subject to redemption upon payment of all money liabilities and interest secured by the Charge.
- (c) The Mortgagor as beneficial owner assigned to the Bank the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the mortgaged premises and the Mortgagor agreed to at any time if and when required by the Bank execute to the Bank or as the Bank shall direct an assignment or assignments of the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any lease or underlease of the mortgaged premises granted after the date of the Charge to secure all money and liabilities and other sums agreed to be paid or intended to be secured by the Charge such assignments to be prepared by or on behalf of the Bank at the cost of the Mortgagor and to contain all such clauses for the benefit of the Bank as the Bank may require provided that if at any time the money and liabilities secured by the Charge shall have been paid or discharged in full the Bank will at the request and cost of the Mortgagor re-assign any such guarantees and covenants which may have been assigned to the Bank by or pursuant to Clause 3(d) of the Charge to the Mortgagor.
- (d) Where the Mortgagor (by virtue of an estate or interest in the mortgaged premises) is entitled to a share or shares in any residents' or management company connected with the mortgaged premises:
 - (i) the Mortgagor as beneficial owner charged by way of fixed charge such share or shares and all rights benefits and advantages at any time arising in respect of the same ("**the Share(s)**"); and
 - (ii) subject to any rights of any prior chargee or mortgagee, the Mortgagor agreed to (if the Bank so requires) transfer the Share(s) to the Bank or as the Bank shall direct and shall deposit the certificate(s) relating to the Share(s) with the Bank.
- (e) The Mortgagor as beneficial owner assigned to the Bank the right to receive and the full benefit of all rentals payable to the Mortgagor by any tenant (present or future) of the mortgaged premises provided that if at any time the money and liabilities secured by the Charge shall have been paid or discharged in full the Bank will at the request and cost of the Mortgagor re-assign such rights and benefits to the Mortgagor and the Mortgagor covenanted with the Bank to give such notice of such assignment to such tenant in such form as the Bank may require promptly on being requested by the Bank so to do.

(SEE CONTINUATION SHEET No.2)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2278367

Name of Company

HARRIS VENTURES

Limited*

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

Amount due or owing on the mortgage or charge (continued)

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

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- (f) The Mortgagor shall not without the written consent of the Bank create or permit to subsist or arise any mortgage debenture hypothecation charge assignment by way of security pledge or lien or any other encumbrance or security whatsoever (other than the prior mortgages) over all or any part of the assets rights and properties mortgaged charged or assigned to the Bank by the Charge.
- (g) The Mortgagor hereby requests the Chief Land Registrar to register the following restriction on the proprietorship register of any registered land forming part of the mortgaged premises:-

"RESTRICTION

Except under an order of the Registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor for the time being of charge no: "

- (h) The security constituted by the Charge shall extend to all beneficial interests of the Mortgagor in the assets mortgaged charged and assigned by the Charge and to any proceeds of sale or other realisation thereof or any part thereof and the Mortgagor will at any time if and when required by the Bank execute in favour of the Bank or as the Bank shall direct a deposit agreement or other security over such proceeds of sale or other realisation or any part thereof in such form as the Bank may require.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02278367

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DATED THE 2nd JUNE 1995 AND CREATED BY HARRIS VENTURES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th JUNE 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th JUNE 1995.

A handwritten signature in cursive script, reading "R. N. Owens".

RICHARD NEIL OWENS

for the Registrar of Companies

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13.6
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C O M P A N I E S H O U S E

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