

25 - 10 - 95

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COMPANIES FORM No. 395

## Particulars of a mortgage or charge

**395**Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block letteringTo the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

U1278

3103400

Name of company

\* NC (RES) LIMITED  
(THE "CHARGOR")\* Insert full name  
of comp.

Date of creation of the charge

2 OCTOBER 1995

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

DEED OF CHARGE SUPPLEMENTAL TO THE DEBENTURE (THE  
"SUPPLEMENTAL CHARGE")

Amount secured by the mortgage or charge

ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES,  
WHETHER ACTUAL OR CONTINGENT AND WHETHER OWED JOINTLY  
OR SEVERALLY OR IN ANY OTHER CAPACITY WHATSOEVER OF THE  
CHARGOR TO THE BANK EXCEPT FOR ANY OBLIGATION WHICH, IF IT  
WERE SO INCLUDED, WOULD RESULT IN A CONTRAVENTION OF  
SECTION 151 OF THE COMPANIES ACT 1985 (THE "SECURED  
LIABILITIES")

69a

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

ANGLO IRISH BANK CORPORATION plc, MOOR HOUSE, 119 LONDON  
WALL, LONDON, AND ITS SUCCESSORS, TRANSFEREES AND ASSIGNS  
(THE "BANK")

Postcode

EC2Y 5ET

Presentor's name address and  
reference (if any):THEODORE GODDARD  
150 ALDERSGATE STREET  
LONDON EC1A 4EJ  
(Ref: 565/7031.286)For official Use  
Mortgage Section

Post room



Time critical reference

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Short particulars of all the property mortgaged or charged

THE SECURITY ASSETS AS DETAILED IN PARAGRAPH 1. OF THE ATTACHED  
CONTINUATION SHEET.

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)

Signed

*Theodore Goldlust*

Date

*19 October 1995*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 situated 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 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

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**FORM 395 CONTINUATION SHEET  
NC (RES) LIMITED - Registered No. 3103400  
Supplemental Charge dated 2 OCTOBER 1995**

**1. Security Assets**

- 1.1 The Chargor in the manner specified in Paragraph 2 below charged the Property to the Bank by way of first legal mortgage as continuing security for the payment and performance of the Secured Liabilities.
- 1.2 The Chargor, in the manner specified in Paragraph 2 below charged to the Bank by way of security for the payment and performance of the Secured Liabilities, all Rental Income and any guarantee of Rental Income contained in or relating to any Occupational Lease.

**2. Title Guarantee**

- 2.1 Every disposition effected by the Supplemental Charge is made with full title guarantee.
- 2.2 The other terms of the Supplemental Charge do not limit or extend any of the covenants implied by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants.

**3. Negative Pledge**

The Chargor covenanted not to:

- (a) create or permit to subsist any financial encumbrance of whatsoever nature on any Security Asset other than as created by the Debenture and the Supplemental Charge; or
- (b) sell, transfer, grant, (or other than the Occupational Lease) lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under Clause 3.1 of the Debenture.

**4. Definitions**

In the Supplemental Charge the following words have the following meanings:-

"Debenture" means a deed of debenture of even date with the Supplemental Charge under which the Chargor granted to the Bank fixed and floating charges over its undertaking, property and assets.

"Facility Agreement" means a facility agreement of even date with the Supplemental Charge between the Bank and the Chargor.

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**FORM 395 CONTINUATION SHEET**  
**NC (RES) LIMITED - Registered No. 3103400**  
**Supplemental Charge dated 2 OCTOBER 1995**

**"Mortgaged Property"** means any freehold or leasehold property (including the Premises) the subject of the security created by the Debenture.

**"Premises"** means any building or other edifice on the Mortgaged Property or other Security Asset.

**"Occupational Lease"** means any lease, licence, tenancy or other occupational arrangement to which the Mortgaged Property may be subject from time to time (including the arrangements (if any) specified in Schedule 2 to the Debenture (none specified) and, if the Chargor itself has a leasehold interest in the Mortgaged Property, includes, where the context admits the lease subject to which it holds the Mortgaged Property.

**"Property"** means

- A. Freeland land to the west side of Front street, Shotley Bridge

Title No: DU162168  
 County: Durham  
 District: Derwentside

- B. Freeland land and buildings lying to the west side of Coach Lane, North Shields

Title No: TY256071  
 County: Tyne & Wear  
 District: North Tyneside

- C. Freehold land and buildings lying to the north west side of the junction of Station Road and Avondale Avenue, Forest Hall

Title No: TP181331  
 County: Tyne & Wear  
 District: North Tyneside

- D. Freehold land and buildings known as flats 55, 56, 63 and 64 Victoria Mews, Blyth, Blyth Valley

Title No: ND70561  
 County: Northumberland  
 District: Blyth Valley

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**FORM 395 CONTINUATION SHEET**  
**NC (RES) LIMITED - Registered No. 3103400**  
**Supplemental Charge dated 2 OCTOBER 1995**

E. Frecland land and buildings at 3 Windmill Hill Close, Ellington Catle, Morpeth

Title No: ND80779  
County: Northumberland  
District: Castle Morpeth

"Rental Income" means at any time the aggregate of the gross rents, licence fees and other monies reserved by or arising out of all licences, leases (or agreements therefor) to which the Chargor's interest in the Property is in reversion (whether mediate or immediate) and to which the Chargor is entitled and all other monies derived by the Chargor from any third parties relating to the use and/or occupation of the Property (including, without limitation, profits, proceeds of insurance in respect of loss of rent, payments made by any guarantor for any lessee and sums received from any deposit held as security for the performance of tenants' obligations), excluding therefrom any sum by way of service charge, VAT, insurance payments or the like,

"Security Assets" means all assets of the Chargor the subject of any security created by the Debenture (and includes the Mortgaged Property).

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FILE COPY



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 03103400

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE SUPPLEMENTAL TO A DEED OF DEBENTURE DATED 2nd OCTOBER 1995 DATED THE 2nd OCTOBER 1995 AND CREATED BY NC (RES) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANGLO IRISH BANK CORPORATION PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th OCTOBER 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd OCTOBER 1995.

  
D. JENKINS

for the Registrar of Companies

L.C  
23/10  
es



COMPANIES HOUSE

HC026B