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COMPANIES FORM No. 395

526179/30

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.

COMPANIES HOUSE

395

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

114

3982735

Name of company

* Latimer Land (Braintree) Limited (the **Mortgagor**).

Date of creation of the charge

15 July 2003.

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

Fee Agreement Second Charge (the **Charge**).

Amount secured by the mortgage or charge

All the Mortgagor's liabilities to the Mortgagee under the Fee Agreement (as defined below) including but not limited to the Mortgagee's charges and commission Interest (as defined below) and Expenses (as defined below) (the **Mortgagor's Obligations**).

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

West Register (Investments) Limited registered in Scotland with number SC223440 who registered office is at 42 St Andrew Square, Edinburgh EH2 2YE (the **Mortgagee**).

Postcode

Please return via
CH London Counter

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

Denton Wilde Sapte
1 Fleet Place
London
EC4M 7WS

TKM/PYA/71202.00006

Time critical reference

For official Use
Mortgage Section

Post room



LD5
COMPANIES HOUSE

0303
24/07/03

Short particulars of all the property mortgaged or charged

The Mortgagor covenants to discharge on demand the Mortgagor's Obligations following the same becoming payable pursuant to the Fee Agreement (as defined below) and as a continuing security for such discharge and with full title guarantee charges to the Mortgagee:

- 1.1 By way of legal mortgage of all legal interests and otherwise by way of fixed charge the Property (as defined below) (to the full extent of the Mortgagor's interest in the Property or its proceeds of sale);
- 1.2 By way of fixed charge if the Mortgagor is not an individual:
 - 1.2.1 All the plant machinery and fixtures and fittings of the Mortgagor now and in the future at the Property; and

Particulars as to commission allowance or discount (note 3)

Nil.

Signed *Denton Wilele Sapte*

Date 24 July 2003

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

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

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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

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Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

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

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

Company Number

3982735

Name of Company

Latimer Land (Braintree)

Limited*

* delete if
inappropriate

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

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

Please do not
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Please complete
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
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- 1.2.2 All furniture furnishings equipment tools and other chattels of the Mortgagor now and in the future at the Property and not regularly disposed of in the ordinary course of business,

(1.2.1 and 1.2.2 together the **Charged Assets**).

- 1.3 By way of fixed charge the Goodwill (as defined below) and the proceeds of any insurance from time to time affecting the Property or the Charged Assets.

Restrictions

The Mortgagor will not without the Mortgagee's prior written consent:

- 3.1.1 Create or permit to arise any mortgage, charge or lien, assignment, trust arrangement or security interest on the Property, the Charged Assets or the Goodwill save for a Permitted Encumbrance (as defined below);
- 3.1.2 Agree to grant nor grant any rights, easements, encumbrances or other privileges over all or any part of the Property, such consent not to be unreasonably withheld or delayed.

Definitions

Expenses means all expenses (on a full indemnity basis) incurred by the Mortgagee or any receiver at any time in connection with the Property the Charged Assets the Goodwill or the Mortgagor's Obligations or in taking or perfecting the Charge or in preserving defending or enforcing the security created by the Charge or in exercising any power under the Charge or otherwise with Interest from the date they are incurred.

Facility Agreement means the facility agreement dated 15 July 2003 made between, amongst others, the Borrower, the Guarantors and the Bank (each as defined therein).

Fee Agreement means an agreement dated 15 July 2003 between the Mortgagee and the Mortgagor (as varied, amended, novated, supplemented or replaced from time to time by agreement between the parties to the Fee Agreement).

Interest means interest at a rate of 4% per annum above the Bank's (as defined in the Facility Agreement) base rate charged to the Mortgagor by the Mortgagee from time to time.

Goodwill means the present and future goodwill of any business carried on at the Property by or on behalf of the Mortgagor and all assets relating to that business.

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

CHFP025

Please do not
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Continuation sheet No 2
to Form No 395 and 410 (Scot)

Please complete
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bold block lettering

Company Number

3982735

Name of Company

Latimer Land (Braintree)

Limited*

* delete if
inappropriate

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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Permitted Encumbrance means:

- (a) any Encumbrance subsisting under or in connection with any Finance Document, any of the PPA Documents, any of the Associate Documents, any Permitted Obligor Loan Document or any Shareholder Loan made to the Borrower in accordance with the terms of the Shareholder Letter (each capitalised term having the meaning set out in the Facility Agreement);
- (b) in relation to the Trading Group (as defined in the Facility Agreement) any lien or right of set-off arising by operation of law or in the ordinary course of trading; and
- (c) any Encumbrance (as defined in the Facility Agreement) arising out of retention of title provisions in a supplier's standard conditions of supply in respect of goods acquired by a member of the Trading Group (as defined in the Facility Agreement) in its ordinary course of trading.

Property means 7-9 Springwood Drive, Braintree registered at HM Land Registry with freehold title number EX527694.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03982735

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FEE AGREEMENT SECOND CHARGE DATED THE 15th JULY 2003 AND CREATED BY LATIMER LAND (BRAINTREE) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO WEST REGISTER (INVESTMENTS) LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24th JULY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th JULY 2003.

Handwritten signature



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —