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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

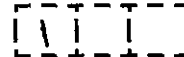
A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



5314225

Name of company

* Burleigh Estates (Gloucester) Nominee Limited (the "Borrower")

Date of creation of the charge

23 December 2004

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

Charge Deed given by the Borrower in favour of Northern Rock plc (the
"Charge")

Amount secured by the mortgage or charge

Please see attached Schedule 2.

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

Northern Rock plc (Co. Regn. No. 03273685) of Northern Rock House,
Gosforth, Newcastle upon Tyne (the "Lender")

Postcode NE3 4PL

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

Pinsent Masons
3 Colmore Circus
Birmingham
B4 6BH
AXE/505057.07187/SVB

Doc No: 20062086

Time critical reference

For official Use
Mortgage Section

Post room



A23
COMPANIES HOUSE

0692
24/12/04

2004998

04-10-105-692

Please see attached Schedule 3.

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed *Pinxent Masons*

Date 23 December 2004

On behalf of ~~XXXXXX~~ ~~XXXXXX~~ (agent/chargee)†

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

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

SCHEDULE 1

DEFINITIONS

"Authorisation" means any Licence or authorisation of any kind referred to in clause 4.1(b)(iii) of the Charge;

"Business" means each and every business from time to time carried on by the Borrower whether from the Property or elsewhere;

"Charged Property" means all of the undertaking, Goodwill, property assets, revenues and rights of the Borrower charged by the Charge whether by way of fixed or floating charge and includes every part of the same;

"Disposal" includes any charge, sale (whether subject to the Charge or otherwise), lease, sub-lease, assignment or transfer, or any agreement to enter into any of the foregoing the grant of an option or similar right, the creation of a trust or other equitable interest in favour of a third party and a sharing or parting with possession or occupation whether by way of licence or otherwise and **"Dispose"** and **"Disposition"** shall be construed accordingly;

"Existing Directors" means the person(s) appointed director(s) of the Borrower at the date of the Charge;

"Existing Shareholders" means, where the Borrower is a body corporate, the persons or entities holding shares in the Borrower at the date of the Charge.

"Fixtures" in relation to any freehold or leasehold property charged by the Charge means all fixtures and fittings from time to time attached to the Property but excluding, where the Borrower is not a body corporate, trade fixtures and fittings;

"Goodwill" means the goodwill of the Borrower in the Business together with the benefit of all Authorisations which the Borrower may hold in connection with any Business;

"Insurance and Compensation Monies" means the monies due and owing at any time under the insurance policies or compensation arrangements referred to in clauses 4.1(b)(iv), 4.1(b)(v) and 4.1(e)(vii) of the Charge;

"Intellectual Property" means all patents, patent applications, inventions, trade marks, trade mark applications, brand and trade names, registered designs and applications for such designs, design rights, copyrights and rights in the nature of copyright, computer programmes, know how and trade secrets, and all licences and sub-licences at the date of the Charge or granted to or by the Borrower in the Charge in respect of any rights of the above nature and all other intellectual property rights and ancillary rights and benefits including all royalties fees and other income deriving from the same both at the date of the Charge and subsequent to the date of the Charge in relation to and for the benefit of the Business or in which the Borrower may have an interest and the benefit of all agreements entered into or the benefit of which is enjoyed by the Borrower at the date of the Charge or subsequent to the date of the Charge relating to the use or exploitation of rights of such nature whether owned by the Borrower or others;

"1925 Act" means the Law of Property Act 1925;

"Licences" means all licences, consents, certificates, registrations, permits, orders or other similar matters required in connection with the Property or the Business;

"Loan Offer" means any offer in writing whereby the Lender offers to advance the Principal Sum to the Borrower;

"Planning Acts" means the Town and Country Planning Act 1990, the Planning (Listed Building and Conservation Areas) Act 1990 and the rules regulations and orders which are either made under one of them or are continued by the Planning (Consequential Provisions) Act 1990;

"Principal Sum" means any sum advanced by the Lender to the Borrower and includes any further advance or readvance to the Borrower;

"Property" means the property set out in the Charge and Schedule 4 hereto together with all buildings thereon and all Fixtures subject to and with the benefit of all rights, easements, covenants, restrictions, stipulations, agreements, declarations and other matters affecting and/or benefiting the same and includes every part of the same;

"Related Rights" means any option to purchase the freehold or superior leasehold, or to obtain a new lease, of the Property, any guarantees relating to the Property, any share or membership rights in a residents' association or management company relating to the Property any other benefit or right of any kind relating to the Property its construction use or title;

"Secured Liabilities" means:

- (a) the Principal Sum and all other monies which at the date of the Charge or subsequent to the date of the Charge may be or become due from the Borrower to the Lender and the discharge of all obligations and liabilities whether actual or contingent (including further advances made by the Lender after the date of the Charge and secured directly or indirectly by the Charge) at the date of the Charge or subsequent to the date of the Charge owed by the Borrower to the Lender whether on any current or other account or otherwise in any manner whatever (whether alone or jointly and in whatever style, name or form and whether as principal or surety) and whether originally owing to the Lender or purchased or otherwise acquired by it together with interest to date of payment at such rates and upon such terms as may from time to time be determined by the Lender in accordance with the Charge or the Loan Offer and all commission, fees and other charges and all legal and other costs and expenses (including internal administrative costs) incurred by the Lender in relation to the Charge in enforcing or seeking to enforce the security created by the Charge on a full indemnity basis (including those in connection with the acts or matters referred to in clauses 9 and 14 of the Charge); and
- (b) commission, interest, fees and charges to date of payment (as well after as before any demand or judgment) at the rates and upon the terms from time to time agreed between the Borrower and the Lender or, if there is no such agreement, determined by the Lender in accordance with the Charge or the Loan Offer and such interest shall be compounded in the event of it not being punctually paid in accordance with the usual practice of the Lender but without prejudice to the right of the Lender to require payment of such interest when due;

"Security Interest" means any mortgage, charge, pledge, lien, rights of set off, guarantee or surety assurance, or any other security whatsoever;

"Subordinated Liabilities" means all monies and liabilities of any nature including but not limited to principal, interest, fees, costs and expenses owed by the Borrower to each Existing Shareholder or Existing Director, including shares in profit, dividends or monetary distributions of any nature paid or to be paid by the Borrower to each Existing Shareholder or Existing Director, and whether owned or paid jointly or severally or in any other capacity;

SCHEDULE 2

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

The Secured Liabilities.

SCHEDULE 3

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

Pursuant to the Charge, the Borrower, with full title guarantee, as a continuing security for the payment of all the Secured Liabilities:-

1. charged to the Lender by way of legal mortgage the Property and all its Fixtures and by way of specific charge all the income from time to time arising or payable to or on behalf of the Borrower in relation to the Property and the proceeds of any Disposal in respect of the Property and all deeds and documents from time to time relating to the same and all Insurance and Compensation Monies;
2. assigned to the Lender the Related Rights;
3. charged to the Lender by way of fixed charge the equipment and goods listed in the Charge (if any) and all other fixtures, fittings, plant and machinery which may from time to time be erected on or affixed to the Property;
4. charged to the Lender by way of floating charge all other moveable plant, machinery, implements, building materials of all kinds, utensils, furniture and equipment at the date of the Charge or from time to time placed on or used in or about the Property and belonging to the Borrower;
5. charged to the Lender by way of floating charge the undertaking and all other property assets and rights of the Borrower whatsoever and wheresoever both at the date of the Charge and subsequent to the date of the Charge (including but not limited to the Property and assets referred to in sub-clauses C1.1, C.1.2 and C.1.3 of the Charge and the stock-in-trade of the Borrower); and
6. assigned to the Lender the Goodwill and the Intellectual Property.

NB

1. Prohibition on creation of security, disposal of the property and grant of leases
- 1.1 Pursuant to the Charge the Borrower agreed that, during the continuance of the security constituted by the Charge, it will not:-
 - 1.1.1 other than any floating charge permitted under the terms of clause 3.3 of the Charge, create or allow any Security Interest over the Property;
 - 1.1.2 without the prior written consent of the Lender under the hand of one of its authorised officials, grant or agree to grant any lease, agreement for lease or licence in respect of the Property, or part with or share possession of the Property or grant any legal or equitable interest in or right over the Property;
 - 1.1.3 accept any surrender of any lease, agreement for lease or licence of the Property;
 - 1.1.4 vary the terms of any lease, agreement for lease or licence of the Property;
or
 - 1.1.5 make any Disposition of the Property including surrendering or agreeing to surrender the same.

- 1.2 Pursuant to the Charge, the Borrower promised not to create or allow any Security Interest over the Charged Property whether ranking before, *pari passu* with or after the Charge.

2. Covenants

- 2.1 Pursuant to the Charge, the Borrower covenanted with the Lender that the Borrower will at all times during the continuance of the security constituted by the Charge:-

2.1.1 not redeem or purchase its own shares or pay an abnormal amount by way of dividend;

2.1.2 It will not, without the prior written consent of the Lender:-

- (a) pay, prepay or repay all or any part of the Subordinated Liabilities;
- (b) pay any profit share or make any other distribution to any Existing Shareholder; or
- (c) take or omit to take any action whereby the subordination contemplated by the Charge may be impaired;

2.1.3 where the Property at any time is or includes premises in respect of which any Licence or Authorisation of any kind is in force or ought to be in force, whether under the Licensing Acts or the Registered Homes Act 1984 or any other legislation, to take all necessary steps to take out, renew or maintain any Authorisation and not to do or allow to happen anything which might affect this;

2.1.4 ensure neither it nor any person demolishes or makes any structural alterations or additions to the Property without the consent of the Lender in writing or injures or in any manner or by any means lessens the value of the Property (to be determined by the Lender or its agent in their absolute discretion) or severs any Fixtures from the Property unless the Borrower promptly replaces them with others of equal or greater value;

2.1.5 Where the Property comprises or is or becomes subject to any lease, underlease, tenancy or agreement for lease (in clause 4.1(e)(v) of the Charge called "**the said lease**"):-

- (a) observe and comply with all its obligations under and enforce the due observance and performance of all other persons under the said lease and promptly (as landlord) implement all rent reviews due under the said lease and will not waive, release or vary any of the terms of the said lease or accept a surrender of the same or exercise any power to determine or extend the same or grant any consent or licence or conclude any rent review under the same without, in each case, the consent in writing of the Lender such consent not to be unreasonably withheld or delayed; and
- (b) not without the consent in writing of the Lender serve any notice under section 17 Landlord and Tenant (Covenants) Act 1995;

2.1.6 not (without the prior consent in writing of the Lender) apply for or implement any permission under the Planning Acts or change or permit or suffer to be changed the present use of the Property; and

- 2.1.7 ensure and procure that there shall be no change in the Existing Shareholders, without first obtaining the written consent of the Lender to any such change.

3. **Consolidation**

Section 93 of the 1925 Act shall not apply to the security created by the Charge or to any security given to the Lender pursuant to the Charge. Accordingly the Borrower is not entitled to redeem the same without at the same time redeeming all other security which the Lender may then hold over any property or assets of the Borrower.

SCHEDULE 4

THE PROPERTY

Registered Land

Administrative Area: Gloucestershire: Gloucester
Title Number: GR153465
Class of Title: Absolute Freehold ✓
Property Description: All those land and buildings known as 1 Brunswick Road, Gloucester
GL1 1HG and 44-50 Eastgate Street, Gloucester GL1 1QN

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(and so that references to the Property shall include the whole or any part or parts thereof).

Unregistered Land

The Freehold/Leasehold property known as:

comprised in the following documents:

Date	Documents	Parties
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Assets to be charged under sub-clause C.1.3 (companies only)

Located at:

together with all accessories, additions and improvements to, and renewals and replacements of, such equipment and goods.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05314225

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE DATED THE 23rd DECEMBER 2004 AND CREATED BY BURLEIGH ESTATES (GLOUCESTER) NOMINEE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NORTHERN ROCK PLC UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24th DECEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th JANUARY 2005.

A handwritten signature in dark ink, appearing to be 'D.P.P.' or similar, located on the left side of the page.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES