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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

A fee of £13 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

Name of company

\* Wellbark Nom B Limited (the "Company")

Date of creation of the charge

23 June 2006

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

Mortgage of shares dated 23 June 2006 entered into between (1) Wellbark Limited Partnership acting by Wellbark GP Limited, (2) Wellbark Nom A Limited, (3) the Company and (4) Barclays Capital Mortgage Servicing Limited as security trustee and security agent for the Finance Parties (the "Security Agent") (the "Mortgage")

Amount secured by the mortgage or charge

All obligations and liabilities at the date of the Mortgage and in the future (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Borrower to any Finance Party under each Finance Document, except for any obligation which, if it were so included, would result in the Mortgage contravening section 151 of the Companies Act 1985 (the "Secured Liabilities").

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

Barclays Capital Mortgage Servicing Limited, 1 Churchill Place, London (as security agent and security trustee for the Finance Parties)

Postcode E14 5HP

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

Addleshaw Goddard LLP  
Sovereign House, PO Box 8,  
Sovereign Street, Leeds, LS1  
1HQ

1174-410/KINGM

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See Appendix 1

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)

Nil

Signed Addleshaw Goddard LLP Date 30/06/06

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

*A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge.  
(See Note 5)*

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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

† delete as  
appropriate

## Appendix 1

### Short particulars of all the property mortgaged or charged (continued)

The Company charges to the extent of its interest (whether joint or several, legal or beneficial):

- (a) by way of a first legal mortgage all the Shares owned by it or held by any nominee on its behalf; and
- (b) by way of a first fixed charge all Related Rights.

### Acknowledgement

- (a) The Company acknowledges that the Security Agent, by its execution of the Mortgage and before the Security Agent (or its nominee) becomes the legal owner of the Shares, shall not be or be deemed to be a member of the Borrower; and
- (b) The Company and the Security Agent acknowledge that it is in the absolute discretion of the Security Agent as to whether the Security Agent or its nominee becomes a member of the Borrower in the course of the exercise by the Security Agent of its rights under the Mortgage.

The Company must, at its own expense, take whatever action the Security Agent or a receiver may reasonably require for:

- (a) creating, perfecting or protecting any security intended to be created by the Mortgage; or
- (b) facilitating the realisation of any asset, or the exercise of any right power or discretion exercisable by the Security Agent or any receiver or any of its delegates or sub-delegates in respect of any asset the subject of the Mortgage.

The Company by way of security, irrevocably appoints the Security Agent, each receiver and any of its delegates or sub-delegates to be its attorney to take any action which the Company is obliged to take under the Mortgage. The Company ratifies and confirms whatever any attorney does or purports to do under its appointment.

The Mortgage is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

### Restrictions on Dealings

The Company must not create or allow to subsist any Security Interest (other than the Mortgage) on any asset the subject of the Mortgage or sell, transfer, licence, lease or otherwise dispose of any asset the subject of the Mortgage.

In this form 395 the following terms have the following meanings:

**"Assignment of Rental Income"** means the assignment of all the Borrower's rights in and to the Occupational Leases in respect of the Properties which are subject to a Standard Security

**"Borrower"** means Welbeck CP (an unlimited company with registered office in England and Wales No. 235784)

**"Deed of Subordination"** means a deed of subordination, in the agreed form, pursuant to which financial indebtedness described in clauses 19.5(b)(iii) and 19.6(b) of the Facility Agreement is to be fully subordinated to amounts owing to the Finance Parties in respect of the term facility made available under the Facility Agreement

**"Facility Agreement"** means the facility agreement dated 23 June 2006 between (among others) the Borrower and the Security Agent

**"Finance Documents"** means the Facility Agreement, all Hedging Agreements, any Deed of Subordination, the Security Documents and any other document designated as such in writing by Barclays Bank PLC (or its transferees or assignees) and the Borrower

**"Finance Parties"** means Barclays Bank PLC (as original Lender and its permitted transferees, assigns and its successors in title), each Hedge Counterparty and the Security Agent (including its successors in title, permitted assigns and permitted transferees and any person for the time being appointed as security agent or security agents in accordance with the Finance Documents) and **Finance Party** means any of them

**"Hedge Counterparty"** means Barclays Bank PLC or other counterparty to any Hedging Agreement (whose identity is acceptable to the Security Agent and the Barclays Bank PLC (or its transferees or assignees) and who becomes party to the Facility Agreement as a Hedge Counterparty in accordance with clause 23.4 of the Facility Agreement

**"Hedging Agreement"** means the hedging agreement made between the Borrower and Barclays Bank PLC and any further or other master agreement, confirmation, schedule or other agreement (in each case in form and substance satisfactory to the Security Agent and Barclays Bank PLC (or its transferees or assignees), to be entered into by the Borrower and a Hedge Counterparty in accordance with the terms of the Facility Agreement, for the purposes of hedging the Borrower's exposure to fluctuations in the rate of interest payable in respect of the term loan made available under the Facility Agreement

**"Occupational Lease"** means any lease, underlease, tenancy, licence or other right of occupation from time to time created (whether by an Obligor or otherwise) or subsisting directly or indirectly out of any interest of the Borrower or other Obligor in any of the Properties together with any related guarantee or other security for the performance of the occupiers obligations therein

**"Original Security Documents"** means the Standard Securities and Assignment of Rental Income in respect of the Properties situated in Scotland, the Security Agreement and the Mortgage

**"Properties"** means the properties, brief particulars of which are set out in the schedule hereto and any other freehold or leasehold property substituted for any of the Properties in accordance with the terms of the Facility Agreement (together being the Properties and each a Property)

**"Related Rights"** means:

- (a) any dividend or interest paid or payable in relation to any Shares; and
- (b) any right, money or property accruing or offered at any time in relation to any Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

**"Security Agreement"** means the security agreement dated 23 June 2006 made between the Borrower and the Security Agent

**"Security Documents"** means the Original Security Documents and any other Security Interest created at any time by any person as security for the term facility made available under the Facility Agreement

**"Security Interest"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**"Shares"** means all of the shares in the share capital of the Borrower

**"Standard Security"** means each standard security granted or to be granted by an Obligor in favour of the Security Agent in respect of a Property located in Scotland and which is, or is to become, a Property in accordance with the terms of the Facility Agreement

**"Subsidiary"** means any company which is either a subsidiary within the meaning of section 736 of the Companies Act 1985 or a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985

**"Wellbark"** means Wellbark Limited Partnership (registered in England and Wales as a limited partnership under the Limited Partnerships Act 1907 with registration number LP11248).

## The Schedule

### Properties

#### England and Wales

134/134A High Street, Stockton  
129 Linthorpe Road, Middlesbrough  
215/217 Shields Road, Byker  
5/7 New Market Street, Blackburn  
18/20 Newport Road, Middlesbrough  
54/60 Clayton Street and 15/17/19 Low  
Friar Street Newcastle upon Tyne  
Crown Amusements, North Shields  
Queens Square, Newcastle upon Tyne  
100/100A High Street, Stockton  
10 London Road, Brighton  
64 High Road, Woodgreen  
95/97 High Road, Putney  
143 High Street, Southend  
7 Abington Street, Northampton  
84-86 Bradshawgate, Leigh  
23/25 Crown Street, Halifax  
5/7 Bridge Street, Morpeth  
12/16 Westfield Street, St. Helens  
4 Ormskirk Street, St. Helens  
56 Bridge Street, Worksop  
3/11 Northgate, Darlington  
8 Union Terrace, Salford  
16 Bridge Street, Worksop  
2 Tubwell Row, Darlington  
31/33 St. Lukes Terrace, Sunderland  
28 New Street, Huddersfield  
5/6/7 Russell Street/Nile Street, North Shields  
Crown Bingo, North Shields  
Hogs Head, 13/15 Parliament Street, Harrogate  
394 Long Lane, Blackheath  
Ritz Bingo Hall, Ilkeston and Ilkeston Arcade  
35 High Street, Hucknall  
306 North End Road, Fulham  
174/175 High Street, Rowley Regis (including Rear)  
30 High Road, Beeston  
7-9 Long Lane, Blackheath  
11 Trinity Square, Nottingham  
32-34 Victoria Street, Grimsby  
1/2/3 Fitzalan Square, Sheffield  
22/24 Bridge St Warrington  
(together with the bridge at first floor level to the  
side of 22-24 Bridge Street, Warrington)  
8-12 Cheapside, Barnsley  
19/21 High Ousegate, York  
43/47 Vicar Lane, Leeds

#### Scotland

202 High Street, Ayr  
362 Dumbarton Road, Glasgow  
75/77 High Street, Falkirk  
19 George IV Bridge, Edinburgh  
122 Union Street, Aberdeen

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05509192

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE OF SHARES DATED THE 23rd JUNE 2006 AND CREATED BY WELLBARK NOM B LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM WELBECK CP (BORROWER) TO ANY FINANCE PARTY ON ANY ACCOUNT WHATSOEVER 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 1st JULY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th JULY 2006.

*P. A.*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —