

# M

CHFP041

COMPANIES FORM No. 395

# 395

## Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Please do not  
write in  
this margin

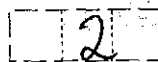
Please complete  
legibly, preferably  
in black type or  
bold block  
lettering

\* 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



5899582

Name of company

"LONGREACH ESTATES LIMITED (the "Company")

Date of creation of the charge

20 DECEMBER 2006

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

LEGAL CHARGE

Amount secured by the mortgage or charge

See Annexure 1

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

LEEDS BUILDING SOCIETY (the "Lender") 105 ALBION STREET, LEEDS

Postcode LS1 5AS

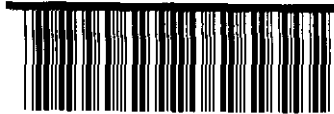
Presenter's name, address and  
reference (if any):

McCormicks Solicitors  
Britannia Chambers  
4 Oxford Place  
Leeds LS1 3AX  
DX 26427 LEEDS PARK  
SQUARE

Time critical reference

For official use (02/2006)  
Mortgage Section

Fax  
Leeds



PMO \*PHGXE00X\* 263  
COMPANIES HOUSE 2 11/2007  
\*AQGA8LL4\*  
A01 23/12/2006 159  
COMPANIES HOUSE

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COM395/1

Short particulars of all the property mortgaged or charged

1. **SECURITY**

1.1 The Company, as a continuing security for the payment of all the Secured Liabilities and with full title guarantee:

1.1.1 charges to the Lender by way of legal mortgage the Property and the Fixtures;

1.1.2 charges by way of fixed charge all the income from time to time arising or payable to or on behalf of the Company in relation to the Property, 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 Proceeds;

See Continuation Sheet 2

PROPERTY BEING THE IMPERIAL HOTEL AND 244  
NORTHUMBERLAND ST DARLINGTON  
GENFD BY FAX TIN DU 233047

Please do not write in this margin

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

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

† Delete as appropriate

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Date

22/12/06

On behalf of ~~company~~ [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. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. 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 CF4 3UZ.

**Pursuant to Section 395 of the Companies Act 1985**

**Annexure 1**

To the Registrar of Companies

Name of Company

Company Number

Longreach Estates Limited

5899582

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Longreach Estates Limited (the "Company")

**Short particulars of all the property mortgaged or charged**

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- (a) the Advance and all other monies which now are or at any time afterwards may be or become due from the Company to the Lender and the discharge of all obligations and liabilities whether actual or contingent (including any further advance made by the Lender after the date of this Charge and secured directly or indirectly by this Charge) now or afterwards owed by the Company 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 this Charge or the Loan Agreement 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 this Charge in enforcing or seeking to enforce the security created by this Charge on a full indemnity basis (including those in connection with the acts or matters referred to in clauses 9 and 15 of the Charge Deed); and
- 10
- (b) commission, interest, fees and charges to date of payment (as well after as before any demand or judgement) at the rates and upon the terms from time to time agreed between the Company and the Lender or, if there is no such agreement, determined by the Lender in accordance with this Charge or the Loan Agreement; 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 ("Secured Liabilities")

**Pursuant to Section 395 of the Companies Act 1985**

**Annexure 2**

To the Registrar of Companies

Name of Company

Company Number

Longreach Estates Limited

5899582

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Longreach Estates Limited (the "Company")

**Short particulars of all the property mortgaged or charged**

**1. SECURITY (continued)**

1.1.3 assigns to the Lender the Property Rights;

1.1.4 charges to the Lender by way of fixed charge the equipment and goods listed in the Schedule (if any) and any other plant and machinery which may from time to time be erected on or affixed to the Property;

1.1.5 in all cases where the Company is a company, charges to the Lender by way of floating charge all other unattached plant, machinery, chattels and goods now or from time to time placed on or used in or about the Property and belonging to the Company and the undertaking and all other property assets and rights of the Company whatsoever and wheresoever both present and future; and

1.1.6 assigns to the Lender all goodwill and the Intellectual Property Rights;

1.2 the Lender shall be entitled at any time by notice in writing to the Borrower to convert any of the floating charges into fixed charges as regards any assets specified in the notice.

**2. RESTRICTIONS**

2.1 During the continuance of this security the Company will not:

2.1.1 create or allow any Security over the Property other than any floating charge permitted under the terms of clause 4.3;

2.1.2 without the prior written consent of the Lender, 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;

- 2.1.3 accept any surrender of any lease, agreement for lease or licence of the Property;
- 2.1.4 vary the terms of any lease, agreement for lease or licence of the Property;
- 2.1.5 make any Disposition of the Charged Property or any estate or interest in it; or
- 2.1.6 make any Disposition of the Charged Property by way of floating charge other than in the ordinary course of, and for the purposes of, carrying on its business while the floating charge remains uncrystallised.

### **Schedule of Definitions for this Form 395**

“Advance”	means any sum advanced by the Lender to the Company and any further advance or readvance to the Company;
“Charged Property”	means all property, assets and rights of the Company charged by the charge;
“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;
“Fixtures”	means all assets of whatever nature apart from land and buildings forming part of the Property but excluding where the Company is not a body corporate, trade fixtures and fittings;
“Insurance Proceeds”	means the monies due and owing at any time under the insurance policies or compensation arrangements referred to in clauses 5.1.2(e) and 5.1.2(g) of the Charge;
“Intellectual Property Rights”	means all patents, patent applications, registered trade marks, applications for registration of trade marks, registered service marks, applications for registration of service marks, unregistered trade marks, trade names, registered designs, registered design applications, design rights, copyrights, computer programs, know-how, confidential information and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property;
“Loan Agreement”	means at any time the loan agreement issued by the Lender and accepted by the Company in respect of the Advance made available by the Lender to the Company and if there is more than

one of them means each and/or all such loan agreements;

**"Property 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 and any other benefit or right of any kind relating to the Property its construction use or title;

**"Security"**

means any mortgage, charge, pledge, lien, rights of set off, guarantee, or any other security whatsoever.

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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. 05899582

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 20th DECEMBER 2006 AND CREATED BY LONGREACH ESTATES LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LEEDS BUILDING SOCIETY 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 2nd JANUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd JANUARY 2007.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES