

# M

CHFP025

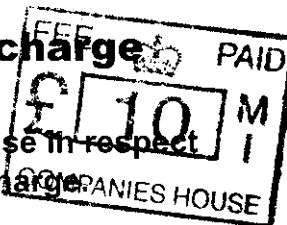
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Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\*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



# 395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

014259

Name of company

\* HSBC Bank plc ("the Company")

Date of creation of the charge

15 September 2000

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

Equitable Charge

Amount secured by the mortgage or charge

The actual, contingent, present and/or future obligations and liabilities of the Borrower or the other Chargors to the Security Trustee under or pursuant to the Finance Documents ("the Secured Obligations").

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

Nationwide Building Society of Nationwide House, Pipers Way, Swindon ("the Agent" and "the Security Trustee").

Postcode SN38 1NW

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

Eversheds  
115 Colmore Row  
Birmingham  
B3 3AL

PWR/BIRCORP 549753

Time critical reference

For official Use  
Mortgage Section

Post room



AS9  
COMPANIES HOUSE

0575  
30/09/00

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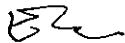
The Company (as trustee of the Hill Samuel Property Unit Trust) is one of the partners comprising the Borrower and certain interests of the Company in the Borrower have been charged by the Equitable Charge. By the Equitable Charge the Borrower, with full title guarantee, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Trustee:

1. by way of equitable charge the beneficial interest in the Mortgaged Property;
2. by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property now or at any time during the continuance of this security belonging to the Borrower and the proceeds of sale thereof and all buildings and fixtures and fittings (in the nature of landlord's fixtures and fittings) from time to time on any such property belonging to or charged to the Borrower;
3. by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment, legally and beneficially owned by the Borrower both present and future;

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

28.9.00

On behalf of ~~[company]~~ [mortgagee/chargee] †

Please do not write in this margin

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

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

CHFP025

**Particulars of a mortgage or charge  
(continued)**Please do not  
write in this  
binding marginContinuation sheet No 1  
to Form No 395 and 410 (Scot)Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Company Number

014259

Name of Company

HSBC Bank plc ("the Company")

Limited\*

\* delete if  
inappropriateDescription of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

Please do not  
write in this  
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

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

4. by way of assignment by way of security all of the Beneficial Owner's rights, title and interest now or in the future in all agreements, contracts, policies of insurance and warranties now or in the future relating to the Mortgaged Property and the Scottish Properties together with all moneys payable to the Borrower under each such agreement, contract, policy or warranty.

In the Equitable Charge (and thus in this form M395) the following expressions have the following meaning:

**"Account Bank"** means Lloyds TSB Bank plc and in the case of the Realisation Account only, the Agent;

**"Additional Property"** means any property or properties which the Agent may accept as an additional or alternative security;

**"Borrower"** means Dawn Hill Partnership a limited partnership (registered company number LP006979) acting by its General Partner;

**"Charged Property"** the property, assets and income of the Borrower mortgaged, assigned or charged to the Security Trustee, as security trustee for the Lenders (by way of equitable charge or assignment by or pursuant to the Equitable Charge) and each and every part thereof;

**"Chargor"** means each and all of the Borrower, HSBC, the Grantor, SIL (as nominee for the Borrower) the General Partner or any other party to any of the Security Documents; (but excluding for the avoidance of doubt the Operator);

**"Control Accounts"** means the Rental Income Account, any Realisation Account and the Service Proceeds Account;

**"DDPM"** means Dawnay Day Property Management Limited (Company No. 2615553) whose registered office is at 15 Grosvenor Gardens, London, SW1W 0BD;

**"Encumbrance"** means any mortgage, standard security, charge, assignment or assignment by way of security, pledge, hypothecation, lien, right of set-off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same (while any part of the Loan or any other amounts are owed to the Lenders pursuant to the Finance Documents), or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired or acquired by the Borrower or any other Chargor;

**"English Properties"** means

22-26 South Street, Worthing, West Sussex, Title No. WSX98886  
Letchworth Shopping Centre, Letchworth, Title No. HD245729  
78/80 London Road North, Lowestoft, Title No. SK66515  
32-36 South Street, Worthing, Title No. WSX124979  
297 High Street, Lincoln, Title No. LL17954  
3 & 4 Corn Hill, Bury St. Edmunds, Suffolk, Title No. SK165099  
The Cascades Centre, Rotherham, Title No. SYK303737  
20 & 22 Tudor Street, City of London, Title No. NGL634005  
205-207 High Street, 2-12 (even) London Road and 1 Queen Road, Southend on Sea, Essex, Title No. EX145099  
34-36 Sandgate Road, Folkestone, Kent and 2-8 Alexandra Gardens, Folkestone, Kent, Title No. K734666  
Units 1 2 3 4 Hayward Park Industrial Estate, Aldridge, West Midlands, Title No. WM486669  
14, 15 & 16 Queen Square, Bristol, Title No. AV202038

**"Facility Agreement"** means a facility agreement dated 12 September 2000 made between, inter alia, the Borrower and the Lenders;

**"Fee Letter"** means the letter dated 15 September 2000 between the Agent and the Borrower setting out the amount of the various fees referred to in clause 12.2 of the Facility Agreement;

**"Finance Documents"** means each of the Facility Agreement, the Security Documents, the Fee Letter, the Interest Rate Protection Agreement (if the counterparty is the Agent or any of the Lenders) the Sale and Purchase Agreements, and any other document designated as such by the Agent and the Borrower;

**"General Partner"** means Dawn Hill Partnership (GP) Limited (Company No. 03979685) whose registered office is at 15 Grosvenor Gardens, London SW1W 0BD or a replacement general partner joining the Borrower with the prior written consent of the agent;

**"Grantor"** Means HSBC Bank plc in its capacity as trustee for Hill Samuel Property Unit Trust;

**"HSBC"** Means HSBC Bank plc as custodian for Dawn Hill Partnership (GP) Limited as general partner for and on behalf of the Borrower and/or, insofar as it may be necessary to give efficacy to the obligations and security intended to be created by the Finance Documents (to which it is party), and the Partnership Agreement as trustee for Hill Samuel Property Unit Trust;

**"HSPUT"** means Hill Samuel Property Unit Trust acting by its trustee HSBC Bank plc;

**"Intercreditor Agreement"** means a deed dated 15 September 2000 between (1) the Agent, (2) the Partners and (3) the Borrower and (4) HSBC Bank plc (as custodian of the Borrower) which regulates the respective parties' positions with respect to the Borrower;

**"Interest Rate Protection Agreement"** means, in relation to the Loan, any interest rate management agreement, cap, collar, swap agreement or other agreement in a form and with a counterparty previously approved by the Agent (such approval not to be unreasonably withheld or delayed) entered into by the Borrower in order to hedge the rate of interest payable in respect of the Loan;

**"Investment Manager"** means DDPM or such other investment manager appointed in accordance with the terms of the Facility Agreement;

**"King Sturge"** means the partners for the time being of the King Sturge partnership (in its capacity as one of the Managing Agents) or a replacement of the King Sturge partnership approved by the Agent (such approval not to be unreasonably withheld or delayed);

**"the Lenders"** means the financial institutions listed in schedule 6 of the Facility Agreement;

**"Limited Partners"** means DDPM, HSPUT, SIL and any other limited partner joining the Borrower with the prior written consent of the Agent;

**"Loan"** means the aggregate principal amount outstanding under the Facility Agreement at any relevant time;

**"Managing Agents"** means King Sturge and DDPM (as a sub-contractor of King Sturge) or such other managing agents appointed in accordance with the terms of the Facility Agreement;

**"Mortgaged Property"** means the English Properties, the proceeds of sale thereof and all buildings and fixtures and fittings (in the nature of landlord's fixtures and fittings) on any such property belonging to or charged to the Beneficial Owner;



**"Occupational Lease"** means each and any occupational lease or tenancy of or licence to occupy any Property (and in each case any agreement therefor) in which, in the case of the Properties situated in England and Wales, the Borrower's and/or the relevant Chargor's interest is in reversion or, in the case of the Properties situated in Scotland, in respect of which the relevant Chargor or the Borrower is entitled to the landlord's interest and any documents supplemental thereto;

**"Operator"** means King Sturge Financial Services Limited being the operator of the Borrower and duly authorised under the Financial Services Act 1986 to operate a property limited partnership or a replacement approved by the Agent;

**"Partnership Agreement"** means the limited partnership agreement in the agreed form dated 12 September 2000 made between the General Partner and the Limited Partners together with the Statement of Particulars (form LP5) in relation to the Borrower registered at Companies House;

**"Partners"** means the General Partner and the Limited Partners;

**"Properties"** means the 20 properties of which brief details are set out in Schedule 2 of the Facility Agreement (the English Properties and the Scottish Properties) and any Additional Property and all or any parts thereof including all rights and other matters relating thereto and "Property" shall mean any one of the Properties from time to time as the context requires;

**"Realisation Account"** means an interest bearing account as defined in clause 5.6.2 of the Facility Agreement;

**"Rental Income"** means the aggregate of all amounts payable to or for the benefit or account of the Borrower and any Chargor in connection with the letting of the Properties or any part thereof including (without duplication or limiting the generality of the foregoing) each of the following amounts so payable:-

- (a) rent, licence fees (and any amount equivalent thereto) payable whether it is variable or not and however or whenever it is described, reserved or made payable;
- (b) any payment from a guarantor or other surety in respect of any of the items listed in this definition;
- (c) in the case of Properties situated in England and Wales, any increase of rent payable by virtue of an offer falling within the proviso of Section 3(1) of the Landlord Tenant Act 1927;
- (d) in the case of Properties situated in England and Wales, any rent payable by virtue of a determination made by the Court under Section 24A of the Landlord & Tenant Act 1954;
- (e) a sum equal to any apportionments of rent allowed in favour of the Borrower under the Sale and Purchase Agreement;
- (f) any other monies payable in respect of occupation and/or usage of the Properties and every fixture and fitting therein and any and every fixture thereon for display or advertisement, on licence or otherwise;
- (g) any profits awarded or agreed to be payable as a result of any proceedings taken or made for the occupation or use of the Properties including any proceeds paid for a breach of covenant, warranty or undertaking under any Occupational Lease and for expenses incurred in relation to any such breach;
- (h) any damages, compensation, settlement or expenses for or representing loss of rent or interest thereon awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recovered by, the Borrower from any party) in furtherance of such proceedings so taken or claim so made;
- (i) any monies payable under any policy of insurance in respect of loss of rent or interest thereon;
- (j) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender, renunciation or variation of any Occupational Lease to which the Properties may be subject; and
- (k) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same; but after deducting any ground rents payable by the Borrower to any superior landlord in respect of any Superior Lease of the Properties and not including (to the extent included in the above) the following:
  - (i) those amounts (if any) (together with VAT thereon) due to the Borrower from any tenant under an Occupational Lease or other occupiers by way of contribution to insurance premiums and the cost of insurance valuations or by way of service charges in respect of costs incurred or to be incurred by the Borrower under any repairing or similar obligations or in providing services to such tenant or tenants or occupier of such building or to be incurred by way of fees to any managing agent previously approved by the Agent;

. (ii) any contribution to a sinking fund paid by any tenant or other occupier;  
(iii) any VAT or similar taxes payable on any of the items listed in paragraphs letters (a)-(k) above;

**"Rental Income Account"** means an interest bearing deposit account to be opened with the Account Bank or such other bank as the Agent may agree by the Borrower for the purpose of the Facility Agreement;

**"Sale and Purchase Agreements"** means the contracts dated 12 September 2000 between (1) HSPUT or SIL and (2) the Borrower for the acquisition of the English Properties and the Scottish Properties;

**"Scottish Properties"**

(i) The Toll, Busby Road, Clarkston, Glasgow (Title Number REN90401);  
(ii) 150/154 High Street, Falkirk (Title Number STG2583);  
(iii) 68/70/72 High Street, Dumfries (Title Number DMF975);  
(iv) 1/5 Reform Street and 62, 63 and 64 High Street, Dundee, 65, 66 and 67 High Street, Dundee, Basement, Ground Floor and First Floor, 7/9 Reform Street, Dundee, Shop with cellar, 70 High Street, Dundee and The Forum Centre, Commercial Street, Dundee (brief details of which are set out in Schedule 2 of the Facility Agreement)

**"Security Documents"** means in the agreed form:-

(a) a mortgage debenture from the General Partner creating fixed and floating charges over all of the assets and undertaking of the General Partner ;  
(b) the Equitable Charge;  
(c) duty of care agreements from each of the Managing Agents and the Investment Manager and the Operator;  
(d) the Intercreditor Agreement and the Security Trust Deed;  
(e) third party first legal mortgages over the relevant Chargors' legal interest in the Properties which are situated in England and Wales and, in the case of the Properties situated in Scotland, a third party first ranking standard security by the Grantor over the Grantor's title to such Properties situated in Scotland with the consent of the Borrower and an undertaking by HSBC Bank plc;  
(f) a charge from the Borrower including without limitation:  
(i) an assignment of any Interest Rate Protection Agreement;  
(ii) a first charge over the legal and beneficial interest in the Control Accounts;  
(iii) a first charge over the legal and beneficial interest in the Debt Service Reserve Account;  
(iv) an assignment to the Agent of the Sale and Purchase Agreements relating to the English Properties;  
(g) an assignment of the Rental Income in respect of the Properties situated in England and Wales and floating charge from the Borrower and/or the relevant Chargors together with an assignation by the Grantor of the Rental Income of those of the Properties situate in Scotland with the consent of and an undertaking by the Borrower and with an undertaking by HSBC Bank plc and an assignation of the Sale and Purchase Agreements and of the insurance proceeds relating to the Scottish Properties;

**"Security Trust Deed"** means the deed dated 15 September 2000 entered into between, inter alia, (i) the Lenders, (ii) the Agent as security trustee (iii) the Borrower and (iv) the Chargors;

**"Security Trustee"** Nationwide Building Society acting as security trustee in accordance with the Security Trust Deed for the Lenders and the expression "Security Trustee" shall include any successor substituted under the Security Trust Deed.

**"Service Proceeds Accounts"** means an interest bearing deposit account to be opened with the Account Bank or such other bank as the Agent may agree by the Borrower for the purpose set out in Clauses 9.3.3.1 and 9.3.7 of the Facility Agreement;

**"SIL"** means Starlight Investments Limited (Company No. 2047447) whose registered office is at 15 Grosvenor Gardens, London, SW1W 0BD;

**"Subsidiary"** means a subsidiary or subsidiary undertaking as defined in sections 736 or 258 of the Companies Act 1985;

**"Superior Lease"** means any lease under which the Borrower or any of the Chargors hold their interest in any Property or Additional Property and any document supplemental thereto;

### **Negative Pledge**

The Borrower (a partnership comprising, *inter alia*, the Company) covenants in the Equitable Charge that without the prior written consent of the Security Trustee it shall not nor shall it agree or purport to:

1. create or permit to subsist any Encumbrance whether in any such case ranking in priority to or *pari passu* with or after the security created by the Equitable Charge save to the extent permitted or required under the Facility Agreement; or
2. sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of its undertaking or assets except as permitted under the Facility Agreement.



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00014259

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN EQUITABLE CHARGE DATED THE 15th SEPTEMBER 2000 AND CREATED BY HSBC BANK PLC FOR SECURING THE OBLIGATIONS AND LIABILITIES OF THE BORROWER (AS DEFINED) OR THE OTHER CHARGORS (AS DEFINED) TO NATIONWIDE BUILDING SOCIETY ("THE AGENT" AND "THE SECURITY TRUSTEE") UNDER OR PURSUANT TO THE FINANCE DOCUMENTS WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th SEPTEMBER 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd OCTOBER 2000.

DX  
M



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E