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*insert full name
of company

Companies Form No.395

Particulars of a mortgage or charge

M395 S4 Business (1995)
12.95

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

27

336098

Name of company

* WSS INVESTMENTS LIMITED

("the Mortgagor")

Date of creation of the charge

13TH FEBRUARY 1998

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

Mortgage Deed ("the Mortgage")

Amount secured by the mortgage or charge

1. All money and liabilities whether certain or contingent which then were or at any time thereafter might be due owing or incurred from or by SUMMERFIELD DEVELOPMENTS LTD ("the Customer") to Lloyds Bank Plc ("the Bank") anywhere on any current or other account or in any manner whatsoever whether alone or jointly with any other person, firm or corporation and in whatever style, name or form and whether as principal or surety together with interest on all such money and liabilities to the date of payment, commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by the Customer or others and in relation to the preparation and enforcement of any security held by or offered to the Bank for such liabilities together with interest on each such sum from the date that the same was incurred or fell due to the date of payment; and

2. All other money and liabilities intended to be secured by the Mortgage including the expenses and charges therein mentioned;

but not exceeding the limit on the amount recoverable (if any) specified in the Third Schedule to the Mortgage.

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

Lloyds Bank Plc

DEPT 9845 P.O. BOX 853
EASTON ROAD BRISTOL BS99 5HZ

Postcode

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

A31444
LLOYDS BANK
BRISTOL SECURITIES CENTRE
DX 95700
BRISTOL (EASTON ROAD)

For official Use

Mortgage Section



Time critical reference

- (a) By way of legal mortgage the property of the Mortgagor specified in the Schedule below (and, where such property is leasehold, any present or future right or interest conferred upon the Mortgagor in relation thereto by virtue of any Enfranchising Legislation (as defined in the Mortgage)) together with all buildings and fixtures (including trade fixtures), fixed plant and machinery from time to time thereon ("the Mortgaged Property") and references to the "Mortgaged Property" include references to any part of it.
- (b) By way of assignment the goodwill of the business (if any) which then was or at any time thereafter might be carried on by the Mortgagor at the Mortgaged Property and the full benefit of all present and future licences (if any) (excluding any licences required by or given pursuant to any environmental law) held in connection with any business at any time carried on by the Mortgagor at the Mortgaged Property and also the full right to recover and receive all compensation which may at any time become payable to the Mortgagor by virtue of the Licensing Act 1964 or any other statutory enactment.
- (c) By way of assignment the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the Mortgaged Property and by way of an agreement to assign the benefit of all such guarantees or covenants under any such lease or underlease thereafter granted.
- (d) By way of fixed charge, where the Mortgagor (by virtue of an estate or interest in the Mortgaged Property) is or becomes entitled to a share or shares in any company connected with the Mortgaged Property, the entitlement to such share or shares and such share or shares when issued and all rights, benefits

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Particulars as to commission, allowance or discount (note 3)

NIL

Signed

Date 26/2/98

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

Lloyds Bank Plc

†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.

Short particulars of all the property mortgaged or charged (Continued)

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and advantages at any time arising in respect of the same.

The expression "Mortgaged Premises" means the assets, rights and properties described in (a), (b), (c) and (d) above and references to the "Mortgaged Premises" include references to any part of it.

The Mortgagor may not without the prior consent in writing of the Bank:

- (a) sell, assign, license, sub-license, discount, factor or otherwise dispose of or deal in any other way with, the Mortgaged Premises;
- (b) (i) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever (other than a prior mortgage or charge mentioned in the Second Schedule to the Mortgage) over all or any part of the Mortgaged Premises or over all or any part of the furniture, stock, goods, moveable plant, machinery, implements, utensils and equipment from time to time placed on or used in or about (but not forming part of) the Mortgaged Property;
- (ii) enter into any contractual or other agreement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by (b)(i) above.

SCHEDULE

The Freehold/~~Leasehold~~ property known as or being LAND AT HAYGROVE VIEW FARM DURLEIGH BRIDGWATER SOMERSET

including the entirety of the property comprised in the document(s) particulars of which are set out below:

Date	Description (Conveyance, Lease, Assignment, Assent, etc.)	Parties
8TH DECEMBER 1986	CONVEYANCE	CECIL JOHN WARREN AND VALERIE JILL WARREN STANSELL & SON (TAUNTON) LTD

Land Certificate(s)
Title No.(s)

County/London Borough

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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. 00336098

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEED DATED THE 13th FEBRUARY 1998 AND CREATED BY WSS INVESTMENTS LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM SUMMERFIELD DEVELOPMENTS LIMITED TO LLOYDS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27th FEBRUARY 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd MARCH 1998.

A handwritten signature in cursive script, appearing to read 'A. P. Goddard'.

A. P. GODDARD

for the Registrar of Companies

A large, stylized handwritten signature in the bottom left corner of the page.



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