



Please do not
write in
this margin

COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

*Insert full name
of company

To the Registrar of Companies

For official use Company number

Name of company

12/11
B I I I I

1299082

* Wynbay Limited

Date of creation of the charge

6th November 1990

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

Legal Charge

Amount secured by the mortgage or charge

See Appendix I attached

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

North of England Building Society

Fawcett Street

Sunderland

Postcode

SR1 1SA

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

FRANKS, CHARLESLY & CO
HULTON HOUSE
161/166 FLEET STREET
LONDON EC4A 2DY.

For official use
Mortgage section

REGISTERED

15 NOV 1990

Post room

COMPANIES HOUSE

15 NOV 1990

M

28

Time critical reference

Short particulars of all the property mortgaged or charged

See Appendix II attached

Please do not
write in
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Please complete
legibly, preferably
in black type or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

Signed

Franko Cholev

Date *13 November 1990*

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

*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.

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The Solicitors' Law Stationery Society plc, Paulton House, 8 Shephardess Walk, London N1 7LB

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Companies M395

APPENDIX I
Amount secured by charge

- (i) all present or future indebtedness of the Borrower to or in favour of the Society on any current advance, loan or other account whatsoever including but without limitation indebtedness under and pursuant to the Facility Letter;
- (ii) all liabilities in respect of notes, drafts or bills discounted or paid or bills accepted for or at the request of the Borrower, letters of credit, or bid or performance bonds, guarantees or indemnities issued or assumed by the Society, or any other dealing, transaction or engagement entered into by the Society, or other loans, credits or advances made to or for the accommodation or at the request of the Borrower;
- (iii) all other liabilities and obligations whatsoever of the Borrower to the Society, present or future, actual or contingent including liabilities as surety or guarantor; and
- (iv) all costs, charges and expenses owed to or incurred directly or indirectly by the Society in relation to this security or any other security held by the Society in connection with advances or other banking facilities or accommodation offered or made available to the Borrower or in relation to the enforcement or attempted enforcement of any such security or in relation to any such indebtedness or liabilities on a full and unlimited indemnity basis

together with in each of the cases mentioned in subclauses (i) (ii) (iii) and (iv) of this Clause with all interest, commissions and discount charges, such interest being computed in each such case according to the usual mode of the Society and so that interest shall be payable at the same rate as well after as before any judgment Provided always that whenever any interest payable by the Borrower shall be in arrears for more than 14 days it shall be treated as an accretion to the principal moneys owing by the Borrower as from the day on which it ought to have been paid and shall itself bear interest at the same rate or at some other appropriate rate as may be determined by the Society in its absolute discretion but so that the Society may at any time enforce payment of any capitalised interest and on any date for payment of interest the Borrower may pay to the Society any capitalised interest in addition to the interest then due and Provided further that if the Borrower shall be in arrear in the payment of any principal monies owing the whole of the principal monies (including any capitalised interest) outstanding from time to time shall bear interest at a rate of 5% above the Society's domestic mortgage rate for existing borrowers from time to time

APPENDIX II
Short particulars of all the properties mortgaged or charged

- (i) By way of first legal mortgage the Property together with all buildings and erections and fixtures and fittings and fixed plant and machinery for the time being thereon belonging to the Borrower and all improvements and additions thereto subject to and with the benefit of the Leases (but in the case of properties registered at HM Land Registry only to the extent that such are registered or protected on the Register or are overriding interests) but otherwise free from encumbrances;
- (ii) By way of first fixed equitable charge the Rental Sums the benefit of each and all of the personal covenants by the lessees or underlessees under the Leases as held now or from time to time and each and all of the guarantees insofar as the said guarantees are vested in the Borrower in respect of the obligations of lessees or underlessees under or pursuant to the said Leases in any such case whether given to the Borrower or any predecessor in title of the Borrower and any existing or after acquired easements rights in the nature of easements or other rights benefiting or otherwise affecting the Property from time to time; and
- (iii) By way of first fixed charge the copyright and rights in the nature of copyright vested in the Borrower from time to time in any plans specifications and negatives prepared for or in connection with any development of or on the Property and the implied licence of the Borrower in any such plans specifications and negatives the copyright of which is not vested in the Borrower; and
- (iv) Insofar as the Borrower has the benefit of the same by way of first fixed equitable charge the benefit of all guarantees warranties and representations given or made by and any rights or remedies against all or any of the architects, quantity surveyors, building contractors and consulting engineers now or at any time engaged by the Borrower in relation to the Property and the manufacturers suppliers or installers of all plant machinery fixtures fittings and other items now or from time to time in the buildings erected or to be erected on the Property and any other person firm or company now or from time to time under contract with or under a duty to the Borrower and the benefit of all sums recovered in any proceedings against all or any such persons

NB.

"the Property" means:

- A. ALL THAT freehold property known as 154 to 162 (even numbers) Great Homer Street and land and buildings on the east side of Leach Hall

Street Liverpool as the same is registered at H. M. Land Registry under Title Number LA 240354

- B. ALL THAT freehold property being land on the West Side of Conway Street Liverpool as the same is registered at H. M. Land Registry under Title Number MS 201664
- C. ALL THAT leasehold property known as 114 to 142 (even numbers) Great Homer Street Liverpool as the same is registered at H. M. Land Registry under Title Number MS 9743

"the Rental Sums" means all rent and other sums payable under all or any of the Leases

"the Leases" means lease agreements, leases, underleases, tenancy agreements and licences to which the Property is with the consent of the Society for the time being subject including (but without derogation from the generality of the foregoing) the leases (if any) short particulars of which are set forth in Part II of the Schedule to the Legal Charge and all renewals thereof and (where the context permits) includes each or any of them and "Lease" shall be construed accordingly

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 6th NOVEMBER 1990
and created by WYNBAY LIMITED

for securing all moneys due or to become due from the Company to NORTH OF
ENGLAND BUILDING SOCIETY under the terms of THE FACILITY LETTER DATED 1ST
NOVEMBER 1990

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 15th NOVEMBER 1990

Given under my hand at the Companies Registration Office,
Cardiff the 20th NOVEMBER 1990

No. 1299082

an authorised officer

C.69