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in black type, or
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*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985



395

To the Registrar of Companies

For official use

Company number

[1112]

1986430

Name of company

* Wainhomes Limited

Date of creation of the charge

29th September 1999

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

Guarantee and Debenture

Amount secured by the mortgage or charge

Rider A

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

The Governor and Company of the Bank of Scotland, The Mound, Edinburgh
EH1 1YZ as agent and security trustee for itself and for each of the
Banks (as defined in Rider A) (the "Security Trustee")

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

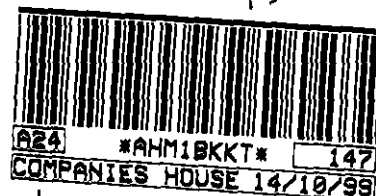
Dickson Minto W.S.
11 Walker Street
EDINBURGH
EH3 7NE

Wain.lfd

Time critical reference

For official use
Mortgage Section

Post room



Rider B

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Particulars as to commission allowance or discount (note 3)

N/A

Signed

Dickson Minto

Date

13 October 1999

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.

WAINHOMES LIMITED

(Registered Number 1986430)

RIDER A - FORM 395 - (GUARANTEE AND DEBENTURE)

Amount secured by the charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of each Obligor to the Security Trustee and/or all or any of the Banks under all or any of the Financing Documents together with:-

- (a) all costs, charges and expenses incurred by the Security Trustee and/or all or any of the Banks in connection with the protection, preservation or enforcement of their rights under the Financing Documents;
 - (b) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities;
 - (c) any further advances which may be made by any of the Banks to any Obligor under any agreement expressed to be supplemental to any of the Financing Documents and all interest, fees, and costs properly incurred in connection therewith;
 - (d) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with the Financing Documents;
 - (e) any claim against any Obligor flowing from the recovery by an Obligor of a payment or discharge in respect of any of those obligations or liabilities on grounds of preference or otherwise;
- and



- (f) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings; and

Where:-

"Banks" means the Senior Banks, the Junior Banks and the Hedging Banks;

"Facility Agreement" means the facility agreement (as such agreement is varied, supplemented, novated or replaced from time to time) dated 2nd March 1999 between *inter alia* the Parent (1), the banks named therein (2) and The Governor and Company of the Bank of Scotland as Agent, Arranger and Clearing Bank (3) to make available to the Borrowers (as defined therein) certain term loan and revolving credit facilities;

"Financing Documents" means the Facility Agreement, the Junior Loan Agreement, the Security Documents, the Hedging Documents, the Inter Creditor Agreement, the Guarantee and Debenture and any other documents which the Security Trustee and the Parent agree shall be designated as a Financing Document;

"Group" means the Parent and any of its subsidiaries from time to time;

"Hedging Banks" means the Hedging Banks as defined in the Inter Creditor Agreement;



"Hedging Documents" means any agreements entered into from time to time between any member of the Group and any person in relation to the Group's exposure to floating interest rates or foreign currency exchange rates (and any agreements, confirmations or other documents in any way related to such agreements);

"Inter Creditor Agreement" means the inter creditor deed dated on or around the date of the Guarantee and Debenture between *inter alios* the Parent, the Obligors, the Senior Banks, the Junior Banks and the Hedging Banks;

"Junior Banks" means the Banks as defined in the Junior Loan Agreement;

"Junior Loan Agreement" means the junior facility agreement (as such agreement is amended, varied, supplemented, novated or replaced from time to time) dated 2nd March 1999 to make available to the Parent a term loan facility of up to £7,800,000;

"Obligor" means any member of the Group which has or which will have any liability (actual or contingent) and whether alone or jointly with any other person and whether as principal debtor, guarantor or surety or otherwise (or as the equivalent obligor under the laws of any other jurisdiction) to the Security Trustee and/or all or any of the Banks for the



payment or repayment of any amounts outstanding or capable of becoming outstanding under the Financing Documents;

"Parent" means Harrock PLC (registered number 3621554) with its registered office at The Beeches, Plas Newton Lane, Chester, Cheshire CH2 1PE;

"Secured Liabilities" means the amount secured by the Guarantee and Debenture set out above;

"Security Documents" means the security documents entered into from time to time by any member of the Group in favour of the Security Trustee securing all or any of the Secured Liabilities;

"Security Trustee" means The Governor and Company of the Bank of Scotland as agent and security trustee for itself and for each of the Banks;

"Senior Banks" means the Senior Banks as defined in the Facility Agreement.



WAINHOMES LIMITED

(Registered Number 1986430)

RIDER B - FORM 395 - (GUARANTEE AND DEBENTURE)

Short particulars of all the property charged

1. All freehold and leasehold property of the Company both present and future which is notified in writing from time to time by the Security Trustee to the Company together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein.
2. All plant, machinery, vehicles and other equipment at the date of the Guarantee and Debenture or thereafter owned by the Company together with the benefit of any obligations and warranties given by the manufacturer or supplier of such plant, machinery or other equipment and the benefit of all maintenance agreements entered into between the Company and any other person in respect of such plant, machinery and other equipment.
3. All shares and stock in the capital of any company which as at the date of the Guarantee and Debenture or at any time thereafter is owned by the Company or in which the Company otherwise has an interest together in all cases with all rights arising in relation thereto.
4. The benefit of all present and future licences (statutory or otherwise) held in connection with the Company's business or the user of any of the mortgaged property and the right to recover and receive all compensation which may at any time become payable to the Company in respect thereof.



5. All licences and patents (including applications and the rights to apply therefor), copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, know-how and rights in confidential information at the date of the Guarantee and Debenture or at any time belonging to the Company.
6. The goodwill and the uncalled capital of the Company both present and future.
7. The book debts due or owing to the Company both present and future.
8. All benefits in respect of all contracts and policies of insurance (including, for the avoidance of any doubt, all cover notes and any keyman life assurance policies) which are from time to time taken out by the Company or (to the extent of such interest) in which it has an interest.
9. The stock-in-trade and work-in-progress, prepayments, investments quoted on a recognised stock exchange and cash of the Company both present and future.
10. The undertaking and all other property and assets of the Company both present and future.

The charges on the property and assets described at 1, 2, 3, 4, 5, 6, 7 and 8 above are created as fixed charges and constitute a charge by way of legal mortgage on the property described at 1 above which is at the date of the Guarantee and Debenture vested in the Company.

The charges on the property and assets described at 9 and 10 above (and also on such of the said property and assets of the Company both present and future as the Security Trustee may have agreed in writing



to exclude from the fixed charge or are otherwise not effectively charged hereunder by way of fixed charge) are created as floating charges until the provisions of Condition 14 set out in the Second Schedule of the Guarantee and Debenture become operative when the floating charges shall crystallise and become fixed charges. The charges created in the Guarantee and Debenture shall be a continuing security and shall unless otherwise agreed in writing by the Security Trustee be first charges.

The Company authorises the Security Trustee and each Bank to hold as security for the Secured Liabilities any balances, credits, deposits, accounts or monies to which it is entitled on any account with the Security Trustee or that Bank and to apply any such balances, credits, deposits, accounts or monies at any time without notice to the Company in satisfaction of any Secured Liabilities which are due and payable.

Where:-

"Company" means Wainhomes Limited (registered number 1986430) with its registered office at The Beeches, Chester, Cheshire CH2 1PE.

Terms defined in Rider A shall have the same meaning in this Rider B.



FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01986430

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 29th SEPTEMBER 1999 AND CREATED BY WAINHOMES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th OCTOBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th OCTOBER 1999.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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