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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

CHA 116

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

*insert full name
of company

To the Registrar of Companies

32
For official use

Company number

2660338

Name of company

* W. H. ESTATES LIMITED (the "Mortgagor")

Date of creation of the charge

22nd December 1998

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

LEGAL CHARGE dated 22nd December 1998 (the "Legal Charge")

Amount secured by the mortgage or charge

All monies from time to time owing or payable to the Society howsoever and whatsoever whether actually or contingently upon any account in respect of the Whole Debt or otherwise (including as to any further advances made by the Society to the Mortgagor on any account).

NOTES:

The Legal Charge is deemed to embody the Birmingham Midshires Building Society Commercial Mortgage Conditions 1994 ("BMC MC") and the Rules for the time being of the Society.

The terms of the Legal Charge provide that the Mortgagor shall observe and perform the obligations and covenants of the Mortgagor as set out in the BMC MC and to observe the Rules of the Society so far as they are not inconsistent with or varied by the BMC MC or the Legal Charge.

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

Birmingham Midshires Building Society (the "Society")
whose principal office is at Pendeford Business Park, Wobaston Road,
Wolverhampton WV9 5HZ

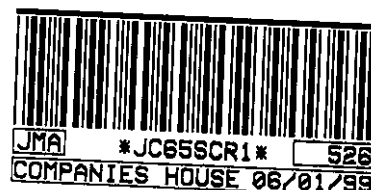
Presentor's name address and
reference (if any):

Addleshaw Booth & Co
100 Barbirolli Square
Manchester
M2 3AB

ARM/SXL/103740-206

Time critical reference

For official use
Mortgage Ser



Short particulars of all the property mortgaged or charged

1. By way of Legal Mortgage, the freehold property known as 92 Watling Street East Towcester Northamptonshire registered at H M Land Registry under Title Number NN 166248 (the "Property") together with all buildings erections fixtures fittings and fixed plant and machinery for the time being thereon or to be erected thereon or fixed to or incorporated in all buildings erected or to be erected on the Property and all improvements and additions thereto.

2. By way of floating charge all of its property and assets present and future.

3. By way of assignment to the Society the goodwill of the business carried on upon the Property (the "Business") SUBJECT TO redemption upon payment of the Whole Debt.

4. By way of assignment to the Society the full benefit of all licences held in connection with the Business and also 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 on account of non-renewal of any of the said licences under the provisions of the Licensing Act 1964 and the full

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed *Addishaw Booth*

Date *5th January 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.

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

Please complete
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Company Number

2660338

Name of Company

W. H. ESTATES LIMITED (the "Mortgagor")

~~limited~~

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

The terms of the BMCMC provide, inter alia:

1. At Condition 19.1, that the Legal Charge shall be security not only for the moneys primarily provided for it but also for all moneys which may be or become owing by the Mortgagor to the Society on any account and (save at the discretion of the Society) no property held by the Society as security for the indebtedness of the Mortgagor shall be released until all moneys owing by the Mortgagor (on any account whatsoever) to the Society have been paid.
2. At Condition 21.4, that all moneys expended by the Society under Conditions 16 or 21.3 of the BMCMC and all other costs and expenses properly paid or incurred by the Society including costs of legal proceedings under the Agreement or in relation to the Property shall on demand be repaid to the Society by the Mortgagor on a basis of full indemnity and until such repayment shall be a charge on the Property and any interest or insurance premium in arrears may be capitalised.
3. At Condition 29, that all costs and expenses incurred by the Society in connection with the Legal Charge or the completion or repair of buildings or the collection of the Whole Debt or part thereof or otherwise incidental to the negotiation preparation completion protection realisation or enforcement of its security or to the exercise of the powers of the Society generally in relation to the Property shall be payable by the Mortgagor and on a basis of full indemnity and shall be recoverable from him on demand and until paid by him shall (without prejudice to any other remedy) be a charge on the security and be added to the Whole Debt and subject to interest from the date of expenditure at the Interest Rate.

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benefit of all other licences or certificates held in connection with the Business and all compensation which may become payable in respect thereof or the non-renewal thereof SUBJECT TO redemption upon payment of the Whole Debt.

Please complete
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NOTES:

1. The Mortgagor shall at any time if and when required by the Society execute such further legal or other mortgages charges transfers assurances or assignments in favour of the Society as the Society shall from time to time require over all or any of the Property and all rights and remedies relating thereto both present and future (including any vendor's lien) to secure all monies in respect of the Whole Debt or to facilitate the realisation of the Property or the exercise of the powers conferred on the Society or a Receiver appointed by it.

2. Condition 12 of the BMCMC provides that the Mortgagor (so far as the Mortgagor is able and subject to redemption) by executing the Legal Charge assigns as beneficial owner and with full title guarantee to the Society all the Mortgagor's right title interest and benefit present and future in to and under;

2.1 any covenants agreements rights securities obligations and indemnities in any way relating to the Property; and

2.2 any share or membership rights in a management company relating to the Property; and

2.3 the right to receive any amounts however arising paid or payable in relation to the Property or any damage or injury to it whether under statute or otherwise including without prejudice to the generality of the foregoing the right to receive compensation under any statute by reason of any compulsory acquisition requisitioning or other exercise of compulsory powers in relation to the Property or any refusal withdrawal or modification of planning permission relative thereto or any control or limitation imposed upon or affecting the user of the same and if the Mortgagor receives any such amount the Mortgagor shall hold it in trust for the Society; and

2.4 Professional Warranties.

3. Pursuant to Condition 13 of the BMCMC, the Mortgagor covenants with the Society, inter alia:

3.1 punctually to pay all rents ground rents rent charges rates council property tax charges in the nature of a council property tax taxes outgoing and impositions payable in respect of the Property or the occupation of the Property and to indemnify the Society against the same;

3.2 to observe and perform all covenants conditions restrictions and obligations affecting the Property (including without limitation all the covenants and provisions binding on the tenant under the lease (if any) under which the Property is held) and to indemnify the Society in respect of the same;

3.3 except with the prior written consent of the Society not to apply for an improvement grant;

3.4 not without the prior written consent of the Society to make permit or suffer any structural alteration or addition to the Property or any demolition or waste thereof or change of use or development thereof within the meaning of the Planning Acts or otherwise allow the Property to be used for any other purpose than that for which it was used at the

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

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date of the Legal Charge or permit the Property to suffer depreciation by neglect or mismanagement;

3.5 not to sell assign charge or make any disposition of the Property without the consent of the Society;

3.6 that the powers of leasing and agreeing to lease and of accepting surrenders of leases conferred on a mortgagor in possession by the Law of Property Act 1925 shall not apply to the Agreement and that the Mortgagor will not otherwise without the prior written consent of the Society create any tenancy lease or licence over or part with or share the possession or actual occupation of the Property;

3.7 not without the prior written consent of the Society to surrender or vary any lease under which the Property is held or agree or purport to do so;

3.8 not without prior written notification to the Society (giving full details of the Mortgagor's intentions) to create or permit to subsist (other than in favour of the Society) any mortgage charge (whether fixed or floating) rent charge covenant or other encumbrance over the Property or any interest therein or any disposition in respect of the Property or any interest therein or any part thereof;

3.9 not at any time to sever or remove from the Property any fixtures affixed to the Property or Equipment nor to make any disposition thereof except for the purpose of renewing or replacing the same by other fixtures or Equipment of equal or greater value.

4. Condition 15 of the BMCMC contains, inter alia, the following provisions:

4.1 The Society may on behalf of the Mortgagor insure or may require the Mortgagor to insure the Property and/or the Licences at the Mortgagor's expense with such insurers and in such manner as the Mortgagor may choose subject to the consent of the Society (such consent not to be unreasonably withheld whether because no incidental benefit will or may accrue to the Society or any credit broker or on any other ground). Such insurance shall be effected through the agency of the Society or such other agency as the Society shall from time to time require or approve and shall be against loss or damage by fire and such other risks and in such names or with such interest noted as the Society may require and for such sums as the Society may from time to time decide or for such wider cover or greater sums as the Mortgagor may request. The Society shall have full power to settle and adjust the amount payable by and the liability of the insurer.

4.2 The Mortgagor shall pay all premiums payable in respect of any insurance of the Property and the Licences effected by him on or before their due date and shall produce to the Society on demand the receipt for every such premium and also will deliver to the Society on demand such evidence of the existence of such insurance as the Society shall require.

4.3 The Mortgagor shall not except at the request and with the consent of the Society effect or maintain any other or additional insurance in respect of the Property and if any other or additional insurance shall be effected by the Mortgagor (whether after application to or with the consent of the Society or not and whether in the sole name of the Mortgagor or jointly with others) the Mortgagor shall hold all monies received in respect of the same or in respect of any other insurance on the Property being in the name of or in the control of the Mortgagor in trust for the Society to be paid to it or at the option of the Society the monies may be received by the Society.

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4.4 The Society shall have full power to settle and adjust with the insurers all questions with respect to the amount of any liability of the insurers and by executing the Legal Charge the Mortgagor irrevocably (but subject to redemption) appoints the Society by way of security as the attorney of the Mortgagor on behalf of the Mortgagor and in the name of the Mortgagor to receive and give a good discharge for any monies arising in respect of the Property under any insurance to which the Mortgagor is a party and whether effected by the Society or not.

4.5 Any monies receivable by the Society or the Mortgagor on any insurance of the Property and/or the Licences whether effected by the Society or the Mortgagor or any other person shall be applied at the option of the Society either in or towards making good the loss or damage in respect of which the monies are received or towards payment of the Whole Debt.

4.6 The Mortgagor shall procure that the Society's interest as Mortgagee is noted on all policies of insurance relating to the Property the Equipment or Licences where the insurance is not effected by the Society.

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W. H. Estates Limited (Company Number 2660338)
Birmingham Midshires Building Society - Form 395

In this Form 395 unless the context otherwise admits:

- (i) the "Advance" means the aggregate principal amount (including without limitation any further advance) which the Society advances to the Mortgagor or as the Mortgagor directs under the Agreement;
- (ii) the "Agreement" means the Advance (including without limitation the terms set out in any Offer of Advance) together with the Legal Charge and the Birmingham Midshires Building Society Commercial Mortgage Conditions 1994;
- (iii) "Equipment" means all equipment furnishings furniture trade fixtures and machinery in the Property;
- (iv) the "Interest Rate" means the rate(s) of interest (as varied from time to time) payable on the Advance (or different parts of the Advance) under the Agreement and "Default Interest" means a rate of interest 3 % above the Interest Rate from time to time;
- (v) the "Licences" include but not by way of limitation Justices Licences Supper Hours Licences Gaming Licences Extended Hours Licences and the Certificate of Registration in respect of a Nursing Home or a Residential Home;
- (vi) the "Offer of Advance" means any offer of advance agreement or facility letter or offer of further advance by the Society to the Mortgagor in which the Society agrees to provide loan facilities or other financial accommodation to the Mortgagor as amended if at all prior to the making of the Advance or Further Advance;
- (vii) the "Planning Acts" means the primary and subordinate legislation byelaws building regulations and other provisions of the general law for the time being in force relating to town and country planning;
- (viii) the "Professional Warranties" means Deeds of Collateral Warranty (if any) from (including but not by way of limitation) any architect, building contractor, engineer, quantity surveyor, construction manager or other person employed by the Mortgagor or otherwise in respect of the Property in favour of the Society;
- (ix) A "Receiver" means either a receiver appointed pursuant to the Insolvency Act 1986 or a receiver appointed to be a receiver and manager of the Property and Equipment by writing under the hand of any authorised officer or employee of the Society without any previous notice to or concurrence on the part of the Mortgagor and whether such person be an officer of the Society or not and the expression Receiver shall include any substituted receiver;
- (x) "Whole Debt" means all amounts outstanding for the time being pursuant to the Agreement.

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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. 02660338

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 22nd DECEMBER 1998 AND CREATED BY W.H. ESTATES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BIRMINGHAM MIDSHIRES BUILDING SOCIETY ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th JANUARY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th JANUARY 1999.

A handwritten signature in cursive script, appearing to read 'D Phillips'.

D. PHILLIPS

for the Registrar of Companies

P. Jan



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