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*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

410

2660338

Name of company

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

Date of creation of the charge

22nd December 1998

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

Deed dated 22nd December 1998 and made between the Company (1) and the Society (as defined below) (2) (the "Deed")

Amount secured by the mortgage or charge

1. The Deed embodies the Birmingham Midshires Commercial Mortgage Conditions 1994 (the "Conditions") as if the same were set out in the Deed in extenso and the Rules save to the extent that the same are varied by the Deed.
2. The Company shall in accordance with the Agreement:
 - 2.1 repay the Advance to the Society;
 - 2.2 pay interest at the Interest Rate on the Whole Debt (without any deduction or withholding whatsoever except any which the Company is by law obliged to make) in accordance with the Agreement; and
 - 2.3 pay on demand all other amounts including Default Interest which may become payable by the Company under the Agreement.
3. The Deed is made for securing the Advance and also further advances.
4. The security arising under the Agreement shall be a continuing security and not satisfied by any intermediate satisfaction of the whole or any part of the Whole Debt but shall secure the ultimate balance of the Whole Debt.

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

Birmingham Midshires Building Society (the "Society")
whose principal office is at PO Box 81, 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

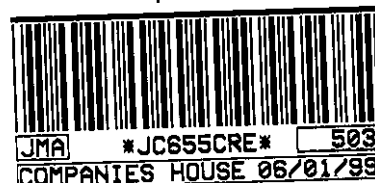
ARM/SXL/103740-206

Time critical reference

For official use

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1. By the Deed the Company (so far as the Company is able) irrevocably assigned to the Society (but subject to redemption) the benefit of all rents, licence or tenancy fees payable by any lessee, licensee or tenant of any part of the Property to hold the same unto the Society absolutely

Notes

1. 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 the Company 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.
2. The Company shall not without the prior consent of the Society surrender or vary any lease under which the Property is held or agree or purport to do so.
3. The Company shall not without prior written notification to the Society (giving full details of the Company's intentions) 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.

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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

Addleshaw Booth

Date

6th 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.

W. H. ESTATES LIMITED (COMPANY NUMBER 2660338)

BIRMINGHAM MIDSHIRES BUILDING SOCIETY - FORM 395

In this Form 395 unless the context otherwise admits:

the "**Act**" means the Consumer Credit Act 1974 and includes any subordinate legislation made thereunder;

the "**Advance**" means the aggregate principal amount (including without limitation any further advance) which the Society advances to the Company or as the Company directs under the Agreement;

the "**Agreement**" means the Advance (including without limitation the terms set out in any Offer of Advance) together with the Mortgage (including any Mortgage which is security for an agreement entered into by the Society which is expressed to be a credit agreement regulated by the Act) any Floating Charge any Deed of Postponement any Professional Warranty any Assignment any Deposit and the Conditions;

the "**Assignment**" means any assignment of Life Assurance (whether or not by way of deposit) as security for (inter alia) the Advance and includes the Policy;

the "**Deed of Postponement**" means the particular Deed (if any) which is expressed to regulate the priority of the Mortgage or the Floating Charge and is executed in favour of the Society;

the "**Deposit**" means any deposit of Life Assurance Policy as security for (inter alia) the Advance;

the "**Floating Charge**" means the particular charge and floating charge (if any) which is expressed to incorporate the Conditions and is security for (inter alia) the Advance and is executed by the Company in favour of the Society;

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;

the "**Legal Charge**" means the legal charge of the Property executed by the Company;

the "**Life Assurance**" means any life assurance referred to in the Agreement and assigned charged or deposited (or agreed to be assigned charged or deposited) to the Society by way of security and includes any life assurance replacing or representing the same;

the "**Mortgage**" means the Legal Charge mortgage or other security document (which includes the Deed) which is expressed to incorporate the Conditions and is security for (inter alia) the Advance and is executed by the Company in favour of the Society;

the "**Offer of Advance**" means any offer of advance agreement or facility letter or offer of further advance by the Society to the Company in which the Society agrees to provide loan facilities or other financial accommodation to the Company as amended if at all prior to the making of the Advance or further advance;

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 Company or otherwise in respect of the Property in favour of the Society;

the "**Property**" means Circle K High Street Partridge Green Horsham West Sussex charged to the Society by the Company under the Legal Charge and includes any part or parts thereof;

the "**Rules**" means the Rules of the Society from time to time in force including any adopted or altered after the date of the Deed;

"**Whole Debt**" means all amounts outstanding for the time being pursuant to the Agreement; and

FILE COPY



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 DEED 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 ink, appearing to read 'P. J. Jones', written over a faint circular stamp.

P. J. JONES
for the Registrar of Companies



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