

M

CHFP025

Please do not
write in
this margin

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

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use Company number

[] [] [] [] [] []

3125799

Name of company

* TERRACE HILL NORTH EAST LIMITED (THE "BORROWER")

Date of creation of the charge

1ST NOVEMBER 2000

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

LEGAL CHARGE (THE "LEGAL CHARGE") DATED 1ST NOVEMBER 2000 BETWEEN THE
BORROWER AND THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (THE
"BANK").

Amount secured by the mortgage or charge

ALL SUMS OF MONEY OWED AND ALL LIABILITIES OR OBLIGATIONS TO BE CARRIED
OUT TO THE BANK AT ANY TIME AND FROM TIME TO TIME BY THE BORROWER
WHETHER:

- (i) THEY ARISE BEFORE OR AFTER THE BANK HAS DEMANDED THAT THEY ARE
REPAID OR CARRIED OUT;
- (ii) THEY ARE OWED OR TO BE CARRIED OUT IMMEDIATELY OR ONLY AFTER A
STATED EVENT HAS OCCURRED;
- (iii) THE DEBTOR OWES OR IS TO CARRY THEM OUT ON HIS OWN OR JOINTLY
WITH ANY OTHER PERSONS;
- (iv) THE DEBTOR OWES OR IS TO CARRY THEM OUT ON HIS OWN.

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

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND
38 THREADNEEDLE STREET
LONDON

Postcode EC2P 2EH

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

Clyde & Co
51 Eastcheap
London
EC3M 1JP

[136769.01]

Ref: SWB/RFJ/9903211

Time critical reference

For official Use
Mortgage Section

Post room



LD6
COMPANIES HOUSE

0115
09/11/00

Short particulars of all the property mortgaged or charged

THE BORROWER WITH FULL TITLE GUARANTEE CHARGES AS SECURITY FOR THE DEBT:

1. BY WAY OF LEGAL MORTGAGE THE PROPERTY;
2. BY WAY OF FIXED CHARGE:
 - (i) ALL BUILDINGS AND OTHER STRUCTURES ON, AND ITEMS FIXED TO, THE PROPERTY;
 - (ii) ANY GOODWILL RELATING TO THE PROPERTY OR THE BUSINESS OR UNDERTAKING CONDUCTED AT THE PROPERTY;
 - (iii) ALL PLANT, MACHINERY AND OTHER ITEMS AFFIXED TO AND FORMING PART OF THE PROPERTY ON OR AT ANY TIME AFTER THE DATE OF THE LEGAL CHARGE;
 - (iv) THE PROCEEDS OF ANY CLAIM MADE UNDER ANY INSURANCE POLICY RELATING TO ANY OF THE PROPERTY CHARGED UNDER THE LEGAL CHARGE;

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Ayde & Co.

Date

9th November 2000

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

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† 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.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

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

CHFP025

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

Company Number

3125799

Name of Company

TERRACE HILL NORTH EAST LIMITED (THE "BORROWER")

Limited*

* delete if
inappropriate

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

ACCOUNT OR AS GUARANTOR FOR OTHER PERSONS; TOGETHER WITH INTEREST UPON THEM AND EXPENSES RELATING TO THEM (HEREIN THE "DEBT").

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

DEFINITIONS IN THIS FORM 395:

1. "BANK" MEANS THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AND ALSO ANY PERSON:

- (i) WHO CLAIMS ANY TITLE TO OR INTEREST IN THE CHARGE FROM THE BANK;
- (ii) TO WHOM THE BANK'S INTEREST IN ALL OR PART OF THE CHARGE IS TRANSFERRED; OR
- (iii) TO WHOM THE BUSINESS OF THE BANK IS TRANSFERRED.

2. "COMMERCIAL CHARGE CONDITIONS/CONDITIONS" MEANS THE BANK OF SCOTLAND COMMERCIAL CHARGE CONDITIONS 1995 EDITION (FILED AT HM LAND REGISTRY).

"EXPENSE" OR "EXPENSES" MEAN THE TOTAL OF THE FOLLOWING:

- (i) ANY COMMISSION AND OTHER CHARGES WHICH THE BANK MAY FROM TIME TO TIME CHARGE TO THE BORROWER IN THE ORDINARY COURSE OF THE BANK'S BUSINESS IN RESPECT OF THE DEBT OR ANY SERVICE PROVIDED BY THE BANK TO THE BORROWER;
- (ii) ANY COSTS, CHARGES, PREMIUMS, FEES AND EXPENSES INCURRED FROM TIME TO TIME BY THE BANK OR THE RECEIVER UNDER THESE CONDITIONS AND WHICH ARE EITHER REPAYABLE BY THE BORROWER UNDER THESE CONDITIONS OR ARE INCURRED IN THE EXERCISE BY THE BANK OR THE RECEIVER OF THEIR POWERS UNDER THESE CONDITIONS;
- (iii) ANY COSTS, CHARGES AND EXPENSES INCURRED BY THE BANK OR THE RECEIVER IN CONNECTION WITH THE BANK OR THE RECEIVER DOING ANYTHING TO PROTECT THE MORTGAGE OR TO OBTAIN POSSESSION OF OR SELL OR DEAL (IN ANY OTHER WAY ALLOWED BY THESE CONDITIONS) WITH THE PROPERTY;

TOGETHER WITH VALUE ADDED TAX UPON SUCH SUMS WHERE APPROPRIATE.

3. "PROPERTY" MEANS THE FREEHOLD PROPERTY KNOWN AS LAND AT ST MARK'S BASIN, STOCKTON, TEESDALE, CLEVELAND BEING PART OF THE LAND REGISTERED AT HM LAND REGISTRY UNDER NUMBER CE144795 AND CE153747 AND SHOWN RED ON THE PLAN ANNEXED TO THE LEGAL CHARGE, SUBJECT TO ALL RIGHTS, EXCEPTIONS AND RESERVATIONS GRANTED IN RELATION TO THE PROPERTY INCLUDING, AMONGST OTHER THINGS, THE FOLLOWING COVENANT OF THE PROPRIETOR AND ITS SUCCESSORS IN TITLE AS OWNER OF THE PROPERTY:

NOT TO TRANSFER THE PROPERTY OR ANY PART OR PARTS THEREOF NOR GRANT ANY LEASE (SAVE FOR THE GRANT OF A MORTGAGE OR CHARGE (AS DISTINCT FROM A SALE OR TRANSFER OF THE PROPERTY IN PURSUANCE OF A MORTGAGE OR CHARGE) OR A RACK RENTED LEASE FOR A TERM NOT EXCEEDING 30 YEARS) NOR MAKE ANY ANALOGOUS DISPOSAL WITHOUT PROCURING THE PARTY TO WHOM SUCH DISPOSAL IS MADE EXECUTES AND DELIVERS TO THE BORROWER OR OTHER THE OWNER OR OWNERS OF THE ACCESS ROAD (THE ACCESS ROAD COLOURED BROWN ON THE PLAN ATTACHED TO THE LEGAL CHARGE) A DEED (WHICH SHALL BE EXPRESSED TO BENEFIT THE OWNER OR OWNERS OF THE ACCESS ROAD AND RETAINED LAND (THE LAND SHOWN EDGED GREEN ON THE PLAN ATTACHED TO THE LEGAL CHARGE) AT THE MATERIAL TIME AND WHICH SHALL INCLUDE A DIRECTION IN THE TERMS OF THE BORROWER'S COVENANT BELOW) UNDER WHICH THE SAID PARTY COVENANTS WITH THE BORROWER AS OWNER OF THE ACCESS ROAD AND WITH SUCH OTHER OWNER OR OWNERS AS AFORESAID TO COMPLY WITH THE OBLIGATIONS CONTAINED IN THIS PARAGRAPH (INCLUDING THE BORROWER'S COVENANT BELOW AND THE PROVISIO WHICH FOLLOWS) MUTATIS MUTANDIS;

AND INCLUDING, AMONGST OTHER THINGS, THE FOLLOWING COVENANTS OF THE BORROWER:

Please do not
write in this
binding margin

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

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

3. BY WAY OF ASSIGNMENT THE RENTAL SUMS TOGETHER WITH THE BENEFIT OF ALL RIGHTS AND REMEDIES OF THE BORROWER RELATING TO THEM TO HOLD TO THE BANK ABSOLUTELY SUBJECT TO REDEMPTION UPON REPAYMENT OF THE DEBT; AND

4. BY WAY OF FLOATING CHARGE ALL UNATTACHED PLANT, MACHINERY CHATTELS AND GOODS NOW OR AT ANY TIME AFTER THE DATE OF THE LEGAL CHARGE ON OR USED IN CONNECTION WITH THE PROPERTY OR THE BUSINESS OR UNDERTAKING CONDUCTED AT THE PROPERTY.

OTHER PROVISIONS:

CLAUSE 4 OF THE COMMERCIAL CHARGE CONDITIONS PROVIDES, AMONGST OTHER THINGS, WHILE THE LEGAL CHARGE IS IN FORCE, THE BORROWER WILL KEEP THE PROPERTY INSURED WITH AN INSURANCE COMPANY PREVIOUSLY APPROVED IN WRITING BY THE BANK.

SUBJECT TO THE PROVISIONS OF ANY LEASE OF ALL OR PART OF THE PROPERTY, ALL MONIES PAYABLE UNDER ANY INSURANCE POLICY IN RESPECT OF ANY LOSS OR DAMAGE TO THE PROPERTY MUST BE PAID TO THE BANK AND, AT THE OPTION OF THE BANK, WILL BE USED EITHER:

- (a) TO REPAIR, REINSTATE OR REPLACE THE LOSS OR DAMAGE IN RESPECT OF WHICH SUCH MONEY IS PAID; OR
- (b) IN REPAYING THE DEBT; AND IN THE MEANTIME WILL BE PAID INTO SUCH ACCOUNT OF THE BORROWER WITH THE BANK AS THE BANK MAY REQUIRE.

CLAUSE 5 OF THE COMMERCIAL CHARGE CONDITIONS PROVIDES, AMONGST OTHER THINGS, THAT THE BORROWER WILL NOT WITHOUT THE PRIOR WRITTEN CONSENT OF THE BANK:

- (a) GRANT OR ACCEPT THE SURRENDER OF ANY LEASE OR TENANCY OF ALL OR PART OF THE PROPERTY WHETHER UNDER THE POWERS GIVEN BY SECTIONS 99 AND 100 OF THE LAW OF PROPERTY ACT 1925 OR OTHERWISE; OR
- (b) EXTEND, RENEW OR VARY ANY LEASE OR TENANCY GRANTED BY THE OWNER OR HIS PREDECESSORS IN TITLE IN FAVOUR OF ANY THIRD PARTY OR ALL OR PART OF THE PROPERTY; OR
- (c) GIVE ANY CONSENT TO TRANSFER OR UNDER LET ANY SUCH LEASE OR TENANCY; OR
- (d) GIVE UP THE POSSESSION OF ALL OR ANY PART OF THE PROPERTY OR GRANT ANY LICENCE OR RIGHT TO OCCUPY ALL OR ANY PART OF THE PROPERTY; OR
- (e) AGREE TO DO ANY OF SUCH THINGS.

CLAUSE 6 OF THE COMMERCIAL CHARGE CONDITIONS PROVIDES THAT THE BORROWER WILL, AT HIS OWN COST AND WHENEVER REQUIRED BY THE BANK, DO ANYTHING AND SIGN, SEAL AND DELIVER ALL SUCH DEEDS, INSTRUMENTS, NOTICES OR OTHER DOCUMENTS OF ANY KIND, IN SUCH FORM AS THE BANK MAY REQUIRE, IN ORDER TO ENHANCE OR PERFECT THE BANK'S SECURITY UNDER THE LEGAL CHARGE, OR TO PRESERVE THE PROPERTY OR TO ENABLE THE BANK EITHER TO ENFORCE THE CHARGE OR TO EXERCISE ANY OF THE POWERS AND RIGHTS GIVEN BY THE COMMERCIAL CHARGE CONDITIONS OR BY LAW TO THE BANK OR THE RECEIVER.

CLAUSE 7 OF THE COMMERCIAL CHARGE CONDITIONS PROVIDES, AMONGST OTHER THINGS, THAT THE BORROWER AGREES WITH THE BANK AS FOLLOWS:

NOT TO CREATE OR ATTEMPT TO CREATE OR ALLOW TO BE CREATED OR TO EXIST (WHETHER BY A SPECIFIC AGREEMENT IMPOSED BY RULE OF LAW OR ACT OF PARLIAMENT) ANY CHARGE OR LIEN OF ANY KIND OVER THE PROPERTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE BANK.

CHFP025

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

Please do not
write in this
binding margin

Continuation sheet No 2
to Form No 395 and 410 (Scot)

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

Company Number

3125799

Name of Company

TERRACE HILL NORTH EAST LIMITED (THE "BORROWER")

Limited*

* delete if
inappropriate

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

[137309.01]

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

THE BORROWER SHALL NOT TRANSFER THE ACCESS ROAD OTHER THAN AS A WHOLE AND NOR SHALL THE BORROWER TRANSFER THE ACCESS ROAD NOR GRANT ANY LEASE (SAVE FOR THE GRANT OF A MORTGAGE OR CHARGE (AS DISTINCT FROM A SALE OR TRANSFER OF THE ACCESS ROAD IN PURSUANCE OF A MORTGAGE OR CHARGE) OR A RACK RENTED LEASE FOR A TERM NOT EXCEEDING 30 YEARS) NOR MAKE ANY ANALOGOUS DISPOSAL THEREOF WITHOUT PROCURING THE PARTY TO WHOM SUCH DISPOSAL IS MADE EXECUTES AND DELIVERS TO THE PROPRIETOR OR OTHER THE OWNER OF THE FREEHOLD INTEREST IN THE PROPERTY AT THE MATERIAL TIME A DEED UNDER WHICH THE SAID PARTY COVENANTS TO COMPLY WITH THE OBLIGATIONS CONTAINED IN THIS PARAGRAPH MUTATIS MUTANDIS (BUT FOR THE AVOIDANCE OF DOUBT NOTHING IN THIS TRANSFER SHALL REQUIRE THE BORROWER TO PROCURE DEEDS OF COVENANT WHERE RIGHTS ARE GRANTED OVER THE ACCESS ROAD TO TENANTS OR OCCUPIERS OF THE RETAINED LAND OR TO STATUTORY UNDERTAKERS OR OTHER SUPPLIERS OF UTILITIES) .

AND

NOT TRANSFER THE RETAINED LAND OR ANY PART OR PARTS THEREOF NOR GRANT ANY LEASE (SAVE FOR THE GRANT OF A MORTGAGE OR CHARGE (AS DISTINCT FROM A SALE OR TRANSFER OF THE PROPERTY IN PURSUANCE OF A MORTGAGE OR CHARGE) OR A RACK RENTED LEASE FOR A TERM NOT EXCEEDING 30 YEARS) NOR MAKE ANY ANALOGOUS DISPOSAL WITHOUT PROCURING THE PARTY TO WHOM SUCH DISPOSAL IS MADE EXECUTES AND DELIVERS A DEED TO THE OWNER OR OWNERS FOR THE TIME BEING OF THE ACCESS ROAD (WHICH SHALL BE EXPRESSED TO BENEFIT THE OWNER OR OWNERS OF THE ACCESS ROAD AND OF THE PROPERTY AT THE MATERIAL TIME UNDER WHICH THE SAID PARTY COVENANTS WITH THE BORROWER AS OWNER OF THE ACCESS ROAD AND WITH SUCH OTHER OWNER OR OWNERS AS AFORESAID TO COMPLY WITH THE OBLIGATIONS CONTAINED IN THIS PARAGRAPH MUTATIS MUTANDIS PROVIDED ALWAYS THAT NOTHING IN THIS TRANSFER SHALL REQUIRE THE BORROWER TO PROCURE DEEDS OF COVENANT WHERE RIGHTS ARE GRANTED OVER THE ACCESS ROAD TO TENANTS OR OCCUPIERS OF THE RETAINED LAND OR TO STATUTORY UNDERTAKERS OR OTHER SUPPLIERS OF UTILITIES.

Please do not
write in this
binding margin

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

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

WITHOUT DELAY AND IN A PROPER MANNER AND IN ANY EVENT WITHIN SUCH PERIOD OF TIME AS THE BANK MAY REQUIRE AND TO THE BANK'S SATISFACTION TO COMPLETE ANY BUILDINGS IN THE COURSE OF CONSTRUCTION AT ANY TIME UPON THE PROPERTY IN ACCORDANCE WITH THE REQUIREMENTS OF ANY PLANNING PERMISSION OR OTHER CONSENT FOR THEIR CARRYING OUT AND TO THE SATISFACTION OF ANY RELEVANT AUTHORITIES.

TO REPAIR AND KEEP IN GOOD AND SUBSTANTIAL REPAIR, AND IF NECESSARY TO REBUILD OR REINSTATE, ALL BUILDINGS OR OTHER ERECTIONS, ANY SERVICES FOR SUCH BUILDINGS AND ANY FIXTURES AT ANY TIME IN OR UPON THE PROPERTY.

NOT, WITHOUT THE PRIOR CONSENT OF THE BANK, TO MAKE ANY STRUCTURAL ALTERATION TO ANY BUILDINGS OR OTHER ERECTIONS ON THE PROPERTY OR TO APPLY FOR ANY PLANNING CONSENT FOR THE DEVELOPMENT OR CHANGE OF USE OF THE PROPERTY, OR TO DO OR ALLOW OR OMIT TO BE DONE ANYTHING WHICH MIGHT ADVERSELY AFFECT THE VALUE OF THE PROPERTY.

IF ANY WORKS OF CONSTRUCTION OR REFURBISHMENT ARE AT ANY TIME CARRIED OUT UPON THE PROPERTY, AT THE REQUEST OF THE BANK TO ASSIGN TO THE BANK AS FURTHER SECURITY FOR THE DEBT, AND IN SUCH FORM AS THE BANK SHALL REQUIRE:

- (a) THE BENEFIT OF ALL THE CHARGOR'S RIGHTS AND CLAIMS WITH REGARD TO SUCH WORK AGAINST THE BUILDING CONTRACTOR AND ANY OTHER PERSON CARRYING OUT SERVICES FOR THE CHARGOR IN CONNECTION WITH SUCH WORKS, AND THEIR RESPECTIVE SUBCONTRACTORS AND SUPPLIERS;
- (b) ANY RIGHTS, LICENCES, WARRANTIES, GUARANTEES OR MAINTENANCE AGREEMENTS IN CONNECTION WITH SUCH WORKS OF WHICH THE CHARGOR HAS THE BENEFIT.

CLAUSE 8 OF THE COMMERCIAL CHARGE CONDITIONS PROVIDES AMONGST OTHER THINGS:

AT ANY TIME AFTER THE BANK HAS DEMANDED THE REPAYMENT OF THE DEBT OR FOLLOWING A REQUEST BY THE BORROWER OR THE OWNER, AND IN SO FAR AS THE LAW ALLOWS, THE BANK MAY:

- (a) APPOINT A RECEIVER OVER ALL OR PART OF THE PROPERTY;
- (b) EXERCISE ALL OF THE POWERS CONFERRED UPON IT AS MORTGAGEE BY THE LAW OF PROPERTY ACT 1925 AS EXTENDED OR VARIED BY THESE CONDITIONS;
- (c) TAKE POSSESSION OF THE PROPERTY AND IN SO DOING SHALL BE DEEMED TO BE THE AGENT OF THE CHARGOR, AND TO THE EXTENT THAT THEY ARE NOT CHARGED BY THE CHARGOR IN THE CHARGE THE BANK MAY AT THE EXPENSE OF THE CHARGOR AND AS THE AGENT OF THE CHARGOR REMOVE, STORE, PRESERVE, SELL OR OTHERWISE DISPOSE OF ANY CHATTELS AND ANY LIVESTOCK AT THE PROPERTY WITHOUT BEING LIABLE TO THE CHARGOR FOR ANY LOSS IN CONNECTION WITH SUCH DISPOSAL AND THE BANK WILL PAY THE NET PROCEEDS OF SALE OF SUCH CHATTELS AND LIVESTOCK (AFTER PAYMENT OF ANY COSTS INCURRED IN CONNECTION WITH SUCH REMOVAL, STORAGE, PRESERVATION AND DISPOSAL) TO THE CHARGOR ON HIS DEMAND AND IN THE CASE OF AN INDIVIDUAL THE BANK SHALL NOT HAVE THE RIGHT TO RETAIN OR TO SET OFF SUCH PROCEEDS OF SALE AGAINST THE DEBT;
- (d) RETIRE ALL BILLS OR NOTES WHICH ARE UNDER DISCOUNT WITH THE BANK AND TO WHICH THE DEBTOR IS A PARTY IN ANY CAPACITY WITHOUT ANY DEDUCTION.

SECTION 103 OF THE LAW OF PROPERTY ACT 1925 SHALL NOT APPLY TO THE CHARGE, AND THE CHARGE SHALL BECOME IMMEDIATELY CAPABLE OF BEING ENFORCED AND THE POWER OF SALE AND OTHER POWERS CONFERRED ON MORTGAGEES BY THAT ACT (AS EXTENDED OR VARIED BY THESE CONDITIONS) SHALL ARISE AND BECOME EXERCISABLE WITHOUT THE RESTRICTIONS CONTAINED IN THAT ACT AT ANY TIME AFTER THE DATE OF THE CHARGE PROVIDED THAT THE BANK WILL NOT

CHFP025

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

Please do not
write in this
binding margin

Continuation sheet No 3
to Form No 395 and 410 (Scot)

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

Company Number

3125799

Name of Company

TERRACE HILL NORTH EAST LIMITED (THE "BORROWER")

Limited*

* delete if
inappropriate

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

[137318.01]

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

Please do not
write in this
binding margin

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

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

EXERCISE SUCH POWERS UNTIL IT HAS DEMANDED THE REPAYMENT OF THE DEBT BUT THIS PROVISION SHALL NOT AFFECT ANYONE ACQUIRING ANY INTEREST IN THE PROPERTY FROM THE BANK OR PUT HIM UPON ENQUIRY AS TO WHETHER OR NOT SUCH DEMAND HAS ACTUALLY BEEN MADE.

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

THE RESTRICTION ON THE RIGHT OF CONSOLIDATING MORTGAGES WHICH IS CONTAINED IN SECTION 93 OF THE LAW OF PROPERTY ACT 1925 SHALL NOT APPLY TO THE CHARGE.

CLAUSE 9 OF THE COMMERCIAL CHARGE CONDITIONS PROVIDES:

ALL MONEY ARISING FROM THE ENFORCEMENT OF THE MORTGAGE SHALL BE APPLIED IN THE FOLLOWING ORDER:

- (a) FIRST IN DISCHARGING ALL CLAIMS RANKING IN PRIORITY TO THE CHARGE;
- (b) SECONDLY IN PAYING THE FEES AND EXPENSES OF THE RECEIVER AND THE EXPENSES;
- (c) THIRDLY IN REPAYING ALL OR PART OF THE DEBT IN SUCH ORDER AS THE BANK MAY IN ITS ABSOLUTE DISCRETION AND FROM TIME TO TIME DETERMINE;
- (d) TO THE BORROWER OR ANY OTHER PERSON ENTITLED THERETO.

THE BANK MAY AT ANY TIME PRIOR TO THE REPAYMENT OF THE DEBT PLACE ANY MONIES RECEIVED BY THE BANK UNDER THE CHARGE TO THE CREDIT OF A SEPARATE OR SUSPENSE ACCOUNT FOR SO LONG AND IN SUCH MANNER AS THE BANK MAY DECIDE BEFORE USING SUCH MONIES IN ACCORDANCE WITH THE ABOVE.

THE BANK SHALL NOT BE LIABLE TO THE BORROWER, WHETHER AS MORTGAGEE IN POSSESSION OR OTHERWISE, IN RESPECT OF ANY MONIES WHICH HAVE NOT ACTUALLY BEEN RECEIVED BY THE BANK.

CLAUSE 12 OF THE COMMERCIAL CHARGE CONDITIONS PROVIDES:

THE BORROWER SHALL PAY ANY OF THE EXPENSES IMMEDIATELY UPON THE BANK REQUIRING HIM TO DO SO AND UNTIL THEY ARE PAID THEY WILL FORM PART OF THE DEBT, INTEREST WILL BE PAID UPON THEM, AND THEY WILL BE SECURED UNDER THE CHARGE. THIS WILL BE WITHOUT PREJUDICE TO ANY OTHER REMEDY, LIEN OR SECURITY WHICH THE BANK MAY FROM TIME TO TIME HAVE FOR THE REPAYMENT OF THE EXPENSES.

CLAUSE 18 OF THE COMMERCIAL CHARGE CONDITIONS PROVIDES:

THE BANK MAY TRANSFER TO ANY PERSON THE BENEFIT OF THE CHARGE (EITHER AT LOW OR IN EQUITY) TOGETHER WITH ALL OF ITS RIGHTS IN RESPECT OF THE DEBT AND THE PERSON TO WHOM THE BENEFIT OF THE CHARGE OR THE DEBT IS TRANSFERRED MAY ENFORCE THE CHARGE IN THE SAME WAY AS IF HE HAD BEEN PARTY TO THE CHARGE INSTEAD OF THE BANK.

THE BORROWER AND (AS THE CASE MAY BE) THE OWNER AGREE THAT IF THE BANK HAS TRANSFERRED PART ONLY OF ITS RIGHTS IN RESPECT OF THE DEBT TO ANY OTHER PERSON, THEN THE CHARGE SHALL BE TREATED AS IF IT HAD BEEN GIVEN TO THE BANK AS TRUSTEE FOR ITSELF AND SUCH OTHER PERSON.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03125799

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 1st NOVEMBER 2000 AND CREATED BY TERRACE HILL NORTH EAST 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 9th NOVEMBER 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th NOVEMBER 2000.

P
50



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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