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CHF P004

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this margin*Please complete
legibly, preferably
in black type, or
bold block lettering** insert full name
of company

COMPANIES FORM NO. 395

523773/20

Particulars of a mortgage or charge**395****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

4

Company number

4076355

Name of company

LAKEWOOD LIMITED (the "Company")

Date of creation of the charge

11 April 2003

Description of the instrument (if any) creating or evidencing the charge (note 3)

Legal Charge dated 11 April 2003 between the Company and The Governor and Company of the Bank of Scotland (the "Bank") (the "Charge")

Amount secured by mortgage or charge

All sums of monies owed and all liabilities or obligations to be carried out to the Bank at any time from time to time by the Company 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 state of events has occurred;

Please see continuation sheet 1

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

The Governor and Company of the Bank of Scotland

Commercial Banking Services, Telford House, 3 Mid New Cultins,

Edinburgh

Postcode

EH11 4DH

Presentor's name address and
reference (if any): Davies Arnold
Cooper, 6-8 Bouverie Street, London
EC4Y 8DD Ref: 1090/128673.16

Time critical reference

For official Use
MortgageA38
COMPANIES HOUSE0693
15/04/03

Short particulars of all the property mortgaged or charged

The Borrower with full title guarantee charged as security for the Debt:

- (i) By way of legal mortgage the Property
- (ii) By way of fixed charge all buildings and other structures on and items fixed to the Property
- (iii) By way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property
- (iv) By way of fixed charge all plant, machinery and other items fixed to and forming part of the Property on or any time after the date of the Charge

Please see continuation sheet 1

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Particulars as to commission allowance or discount (note 2)

None

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

Signed

Dave Arnold

Date 14 April 2003

On behalf of 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.
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 CF14 3UZ, DX: 33050 Cardiff

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot) (Cont.)
Particulars of a mortgage or charge
(continued)

Please complete
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Continuation sheet No
to Form No 395 and 410 (Scot)

1

Company number

4076355

Name of company

LAKEWOOD LIMITED (the "Company")

Limited*

*delete if
inappropriate

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

Amount due or owing on the mortgage or charge (continued)

- (iii) The Company owes or is to carry them out on its own or jointly with any other persons;
- (iv) The Company owes or is to carry them out on its own account or as a Guarantor for other persons;

together with Interest upon them and Expenses relating to them (the "Debt")

Definitions:

"Interest" means any sum of money payable to the Bank by way of interest upon the Debt.

"Expenses" means the total of the following:

- (i) Any commission and or other charges which the Bank may from time to time charge to the Company in the ordinary course of the Bank's business in respect of the Debt or any service provided by the Bank to the Company;
- (ii) Any costs, charges, premiums, fees and expenses incurred from time to time by the Bank or the Receiver under the Conditions and which are either repayable by the Company under the Conditions or are incurred in the exercise by the Bank or the Receiver of their powers under the 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 Charge or to obtain possession of or sell or deal (in any other way allowed by the Conditions) with the Property;

together with Value Added Tax upon such sums where appropriate.

"Receiver" means any person (who may be an employee of the Bank) who is appointed by the Bank in writing to be the receiver and manager of all or any part of the Property and also any person who is substituted by the Bank in writing for such person.

"Conditions" means the Bank's Commercial Charge Conditions (1995 Edition) (filed at H M Land Registry under reference MD308F/01).

"Property" means the freehold or leasehold land described in the Schedule to the Charge which has been charged to the Bank by the Charge (where the context allows this) as security for the repayment of the Debt referred to in the Charge together with any other assets or rights charged by the Charge.

The following Property is described in the Schedule:-

"All that freehold property known as the Sycamores, Birmingham Road, Wolverhampton as registered at H M Land Registry under title number WM678686

"Rental Sums" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Company pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses.

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Name, addresses and descriptions of the mortgages or persons entitled to the charge
(continued)

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Short particulars of all the property mortgaged or charged (continued)

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- (v) By way of assignment the Rental Sums together with the benefit of all rights and remedies of the Company relating to them to hold to the Bank absolutely subject to redemption on repayment of the Debt
- (vi) By way of fixed charge the proceeds of any claim made under any insurance policy relating to any of the property charged under the Charge.
- (vii) By way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of the Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property.

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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. 04076355

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 11th APRIL 2003 AND CREATED BY LAKEWOOD 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 15th APRIL 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd APRIL 2003.

P. C.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES