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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

RBS
E10-00
067229

395

To the Registrar of Companies

For official use

Company number

[114]

04140677

Name of company

* THE DERITEND GROUP LIMITED ("Mortgagor")

Date of creation of the charge

6 March 2001

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

LEGAL CHARGE ("Charge")

Amount secured by the mortgage or charge

By clause 1 the Mortgagor hereby covenants with the Bank that the Mortgagor will on demand in writing made to the Mortgagor pay or discharge to the Bank all moneys and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Bank by the Mortgagor whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest discount commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Mortgagor's account and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained hereunder and will on such demand also retire all bills or notes which may for the time being be under discount with the Bank and to which the Mortgagor is a party

PLEASE SEE CONTINUATION SHEET/....

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

Barclays Bank PLC whose registered office is at 54 Lombard Street London EC3P 3AH ("Bank")

Presentors name address and
reference (if any):

DLA
Victoria Square House
Victoria Square
Birmingham
B2 4DL

EMH.57C57-14

Time-critical reference

For official use
Mortgage Section

Post room



BIR
COMPANIES HOUSE

03X06Y2R

0354
16/03/01

Short particulars of all the property mortgaged or charged

By clause 2 the Mortgagor with full title guarantee hereby charges by way of legal mortgage ALL THAT the property referred to in the schedule ("the Mortgaged Property") with the payment or discharge of all moneys and liabilities hereby covenanted to be paid or discharged by the Mortgagor.

By clause 9 all costs charges and expenses incurred hereunder by the Bank and all other moneys paid by the Bank or the Receiver in perfecting or otherwise in connection with this security or in respect of the Mortgaged Property including (without prejudice to the generality of the foregoing) all moneys expenses by the Bank under clause 7 hereof and all costs of the Bank or the Receiver if all proceedings for enforcement of the security hereby constituted or for obtaining payment of the moneys hereby secured or arising out of or in connection with the acts authorised by clause 6 hereof (and so that any taxation of the Bank's costs charges and expenses shall be on the full indemnity basis) shall be recoverable from the Mortgagor as a

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Particulars as to commission allowance or discount (note 3)

None

Signed DLA

Date 14 March 2001

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

[†] 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)

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Company Number

04140677

Name of Company

THE DERITEND GROUP LIMITED ("Mortgagor")

Limited*

* delete if
inappropriate

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

Continuation.....

whether as drawer acceptor maker or indorser without any deduction
whatsoever.

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

Page 3

Continuation/.....

debt and may be debited to any account of the Mortgagor and shall bear interest accordingly and shall be charged on the Mortgaged Property and the charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Bank may have but for the said charge would have for the moneys hereby secured or any part thereof.

By clause 10 the Bank shall be at liberty from time to time to give time for payment of any bills of exchange promissory notes or other securities which may have been discounted for or received on account from the Mortgagor by the Bank or on which the Mortgagor shall or may be liable as drawer acceptor maker indorser or otherwise to any parties liable thereon or thereto as the Bank in its absolute discretion shall think fit without releasing the Mortgagor or affecting the Mortgagor's liability under these presents or the security hereby created.

By clause 11 the security shall be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever and shall not prejudice or affect any security which may have been created by any deposit of title deeds or other documents which may have been made with the Bank prior to the execution hereof relating to the Mortgaged Property or to any other property or any other security which the Bank may now or at any time hereafter hold in respect of the moneys hereby secured or any of them or any part thereof respectively.

By clause 14 the Mortgagor hereby covenants with the Bank to pay any sums which become payable by the Mortgagor under the Agricultural Holdings Act 1986, the Agricultural Tenancies Act 1995 or any other statute for compensation costs or otherwise to a tenant of the Mortgaged Property or any part thereof failing which the Bank may pay the said sum or discharge any charge created in pursuance of any such statute for securing the same and any moneys paid by the Bank under this clause shall be deemed to be expenses properly incurred by the Bank hereunder.

By clause 15 the Mortgagor hereby covenants with the Bank that:

(a) if and so long as the title to the Mortgaged Property or any part thereof is not registered under the Land Registration Acts 1925 to 1988 no person shall during, the continuance of this security be registered under the said Acts as proprietor of the Mortgaged Property or any part thereof without the consent in writing of the Bank.

(b) upon any such registration the Mortgagor will forthwith deliver to the Bank all land certificates relating to the Mortgaged Property unless such certificates are deposited with the Land Registry.

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Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

04140677

Name of Company

THE DERITEND GROUP LIMITED ("Mortgagor")

Limited*

* delete if
inappropriate

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

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

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DEFINITIONS:

"the Mortgaged Property" means the freehold property known as or being land and buildings on the east side of Hand Street Tunstall Stoke on Trent as the same is registered at HM Land Registry with title absolute under title numbers SF81314 and SF39585

"the Receiver" means any person or persons the Bank may appoint by writing (whether an officer of the Bank or not) to be receiver and manager or receivers and managers.

NOTE:

By clause 6 the Charge provides the Bank with power to appoint a Receiver of the Mortgaged Property or any part of it.

By clause 7 the Mortgagor covenants with the Bank to keep the Property subject to this security insured against loss or damage by fire and other risks and if required by the Bank in the joint names of the Mortgagor and the Bank and will duly pay all premiums and other moneys necessary for effecting and keeping of such insurance within one week of the same becoming due and will on demand produce to the Bank the policies of such insurance and the receipts for such payments and will keep all buildings now or for the time being subject to this security in good repair and will duly and with reasonable expedition complete any building operations commenced at any time by the Mortgagor on the Mortgaged Property and at any time after payment of the moneys hereby secured has been demanded or if default shall be made by the Mortgagor in performing any of the above obligations the Bank may as the case may be insure and keep insured the said buildings in any sum which the Bank may think expedient or may repair and keep in repair the said buildings or may complete any such building operations (with power to enter upon the Mortgaged Property for any of those purposes without thereby becoming a mortgagee in possession) and all moneys expended by the Bank under this provision shall be deemed to be properly paid by the Bank.

NB

NEGATIVE PLEDGE

By clause 4 during the continuance of this security no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof shall be capable of being exercised by the Mortgagor without the previous consent in writing of the Bank nor shall section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages apply to this security.

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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. 04140677

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 6th MARCH 2001 AND CREATED BY THE DERITEND GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th MARCH 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th MARCH 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

[Handwritten signature]