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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)

Name of company

* NUH (PLYMOUTH) LIMITED

Date of creation of the charge

20 December 2001

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

Debenture

Amount secured by the mortgage or charge

All indebtedness, liabilities and obligations due, owing or incurred to
the mortgagee by the company from time to time.

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

Arbuthnot Latham & Co Limited of Royex House, Aldermanbury Square,
London,

Postcode EC2V 7NU

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

Clarke Willmott & Clarke
Blackbrook Gate,
Blackbrook Park Avenue,
Taunton, Somerset, , TA1
2PG

C/559/MV

Time critical reference

For official Use
Mortgage Section

Post room



A81
COMPANIES HOUSE

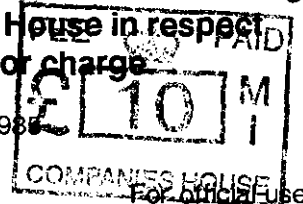
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NATWEST 395

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395

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115

Company number

4269716

See continuation sheet 1

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legibly, preferably
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bold block
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Particulars as to commission allowance or discount (note 3)

Signed



Date 4 January 2002

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

Short particulars of all the property mortgaged or charged

1. By way of first legal mortgage the property known as 1-3 St Andrews Cross, 2-6 Royal Parade, 1-11 Old Town Street, Plymouth ("the Mortgaged Property") and all other freehold and leasehold property now vested in the Company together with all buildings and erections and fixtures and fittings and fixed plant and machinery for the time being thereon belonging to the Company and all improvements and additions thereto subject to (but in the case of properties registered at HM Land Registry only to the extent that such are registered or protected on the Register or are overriding interests) and with the benefit of any existing leases rights right of tracing and unpaid vendor's liens and similar and associated rights;
2. By way of first fixed charge:
 - (a) all future freehold and leasehold property of the Company together, with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures and excluding in the case of freehold property and leasehold property which is let or sub-let to a third party, tenant's and trade fixtures and fittings of such third party) and fixed plant and machinery at any time thereon;
 - (b) all estates and interests not hereinbefore effectively charged now or hereafter belonging to the Company in or over land wheresoever situate or the proceeds of sale of land and all licences now or hereafter held by the Company to enter upon or use the land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all trade and tenants' fixtures, plant and machinery owned by the Company now or hereafter annexed to all freehold and leasehold property its estate or interest in which stands charged hereunder;
 - (c) all stocks, shares (including but not limited to shares in any subsidiary), debentures, loan capital, right to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures or loan capital of any other body corporate now or at any time hereafter belonging to the Company, together with all dividends (unless such dividends are or are to be paid in satisfaction of any of the Secured Liabilities), interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;
 - (d) the goodwill of the Company and its uncalled capital now or at any time hereafter in existence and future calls (whether made by the directors of the Company or by a Receiver or a liquidator);
 - (e) all copyrights, patents and registered and unregistered designs (including applications and rights to apply therefor), inventions, rights in trademarks and service marks whether registered or not (including all registrations thereof and applications and rights to apply therefor), confidential information and know-how and fees, royalties and other rights of every kind deriving from copyright, patents or inventions or other intellectual property) throughout the world now or at any time hereafter belonging to or created by or assigned to the Company;
 - (f) all plant, vehicles and machinery now or at any time hereafter belonging to the Company (excluding however plant, vehicles and machinery for the time being forming part of its stock in trade or work in progress);
 - (g) all chattels now or at any time hereafter hired, leased or rented by the Company to any other person together in each case subject to and with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract;

- (h) all Receivables (as defined in the debenture);
- (i) the benefit of all licences consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Asset specified in any other paragraph or sub-paragraph of Clause 2 of the debenture and the right to recover and receive all compensation which may be payable to it in respect of them;
- (j) the copyright and rights in the nature of copyright vested in the Company from time to time in any plans, specifications and negatives prepared for or in connection with any development of or on the Mortgaged Property and the implied licence of the Company in any such plans, specifications and negatives, the copyright of which is not vested in the Company; and
- (k) the Rental Income (as defined in the debenture) present or future and whether payable now or in the future

3. by way of first fixed equitable charge:

- (a) the benefit of each and all of the personal covenants by the lessees or underlessees under the Occupational Leases (as defined in the debenture) and the lease or underleases which the Mortgaged Property (or any part thereof) is held now or from time to time and each and all of the guarantees in respect of the obligations of lessees and underlessees under or pursuant to the Occupational Leases and the said leases or underleases in any such case whether given to the Company or any predecessor in title of the Company and any existing or after acquired easements rights in the nature of easements or other rights benefitting or otherwise affecting the Mortgaged Property from time to time;
- (b) the benefit of (i) contractual representations made to the Company in relation to the Mortgaged Property and its acquisition and (ii) all guarantees, warranties and representations given or made by and any rights or remedies against all or any of the architects, quantity surveyors, building contractors, consulting engineers and any other such person now or at any time engaged by the Company in relation to Mortgaged Property and the manufacturers, buyers or installers of all plant machinery, fixtures, fittings and other items now or from time to time in the buildings erected or to be erected on the Mortgaged Property and any other person, firm or company now or from time to time under contract or under a duty to the Company and the benefit of all sums recovered in any proceedings against all or any of the foregoing persons;
- (c) all insurance policies in force from time to time in relation to the Charged Assets (as defined in the debenture) and all monies payable thereunder in so far as they are capable of being charged by the Company;
- (d) without prejudice to the generality of the foregoing all and any proceeds of sale or other disposal or realisation of the Mortgaged Property payable or receivable before at or after completion of any such or other disposal or realisation whether payable to or receivable by the Company or any agent or other person or on behalf of the Commissioners of Inland Revenue or any other authority, body or person whatsoever and the benefit of any accounts set up at any time in the name or for the account of the Company into which the proceeds of any such sale or other disposition or realisation shall be deposited and all monies from time to time standing to the credit of any such account

4. by way of first floating charge all its undertaking and all its property and assets whatsoever and wheresoever situated both present and future, including (without prejudice to the generality of the foregoing) (i) heritable property and all other property and assets in Scotland and (ii) the proceeds of collection of any Receivables, but excluding any property or assets from time to time or for the time being effectively charged by way of fixed charge under or pursuant to the debenture

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04269716

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 20th DECEMBER 2001 AND CREATED BY N.U.H. (PLYMOUTH) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ARBUTHNOT LATHAM & CO LIMITED. WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th JANUARY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th JANUARY 2002.

A handwritten signature in black ink, appearing to be 'R. A. B.' or similar.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES