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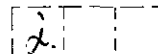
COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

395**A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.**Please do not
write in
this marginPlease complete
legibly, preferably
in black type or
bold block
lettering* Insert full name
of companyTo the Registrar of Companies
(Address overleaf - Note 6)

For official use Company number



05337651

Name of company

* Morston Hickling Limited (the "Company")

Date of creation of the charge

28 January 2005

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

Legal Charge (the "Charge")

Amount secured by the mortgage or charge

The Debt

See Paper Apart 1 for Definitions.

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

The Governor and Company of the Bank of Scotland (the "Bank")

The Mound, Edinburgh

Postcode EH1 1YZ

Presentor's name, address and
reference (if any):Dundas & Wilson CS LLP
Saltire Court
20 Castle Terrace
Edinburgh
EH1 2ENFor official use
Mortgage section

Post room

Time critical reference

KAY/ET/SJP/BOS001.2375

A03
COMPANIES HOUSE

ATYGX2IY

0484
04/02/05

Short particulars of all the property mortgaged or charged

See Paper Apart 2 (Clause 3)

Please do not
write in
this margin

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

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Date

2nd February 2005

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.
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.

This is the Paper Apart 1 referred to in the foregoing Companies House Form 395 relative to the Legal Charge (the "Charge") by Morston Hickling Limited in favour of The Governor and Company of the Bank of Scotland dated 28 January 2005

In Paper Apart 1 and 2, the following shall mean:-

"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.

"Borrower" means Morston Hickling Limited (Company No. 05337651) who registered office is at 2 Lansdowne Road, Union Park, Fifers Lane, Norwich, Norfolk and also:

- (i) the Borrower's personal representatives; and
- (ii) any person who claims any estate, right or interest from or through the Borrower in the Debt owed by the Borrower.

"Chargor" means any and every person (whether the Borrower or Owner or either of them) who has charged an interest in the Property to the Bank to secure the repayment of the Debt to the Bank;

"Conditions" means the Bank's Commercial Charge Conditions (2003 Edition);

"Debt" means 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 a Debtor 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) they Debtor owes or is to carry them out on his own account or as guarantor for other persons; together with Interest upon them and Expenses relating to them.

"Debtor" means any and every person (whether the Borrower, or Owner or either of them) who has agreed to repay a Debt to the Bank;

"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 the Conditions and which are either repayable by the Borrower 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 Mortgage 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.

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

"Owner" means the person who is referred to in the Charge as the Owner and also:

- (i) the Owner's personal representatives; and
- (ii) any person to whom the Owner's interest in all or part of the Property has been transferred or otherwise disposed of without such interest first being released from the effect of the Charge;

"Property" means the freehold property known as land at Norton Lane, Leacroft more particularly shown edged red on the plan annexed to a Transfer dated 28 January 2005 and made between (1) Morston Lakeside Limited and (2) the Borrower;

"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.

"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 Chargor 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.

This is the Paper Apart 2 referred to in the foregoing Companies House Form 395 relative to the Legal Charge (the "Charge") by Morston Hickling Limited in favour of The Governor and Company of the Bank of Scotland dated 28 January 2005

3. **THE** Borrower with full title guarantee charges as security for the Debt:-
- 3.1 by way of legal mortgage the Property;
 - 3.2 by way of fixed charge all buildings and other structures on, and items fixed to, the Property;
 - 3.3 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property;
 - 3.4 by way of fixed charge all plant, machinery and other items affixed to and forming part of the Property on or at any time after the date of the Charge;
 - 3.5 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;
 - 3.6 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; and
 - 3.7 if the Borrower is a company (which shall include an industrial and provident society registered under the Industrial and provident Society Acts) 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.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05337651

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 28th JANUARY 2005 AND CREATED BY MORSTON HICKLING 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 4th FEBRUARY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th FEBRUARY 2005.

P. Pann.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES