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CHFP041

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OIP 032012-20

LLP395

Particulars of a mortgage or charge in respect of a Limited Liability Partnership

A fee of £20 is payable to Companies House in respect of
each register entry for a mortgage or charge.

For official use

LLP Number

OC 314708

Full Name of Limited
Liability Partnership

Wensleydale Estates LLP (the "LLP")

Date of creation
of the charge

7 October 2005

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

LEGAL CHARGE

Amount secured by the
mortgage or charge

All monies and all obligations and liabilities now or in the future due, owing or incurred to
Nationwide Building Society ("the Chargee") by the LLP when the same become due for
payment or discharge whether by acceleration or otherwise. The monies, obligations or
liabilities which are due, owing or incurred to the Chargee may be:

- express or implied;
- present, future or contingent;
- joint or several;
- incurred as principal or under a guarantee or indemnity to the Chargee;
- originally owing to the Chargee or purchased or otherwise acquired by it;
- denominated in Sterling or in any other currency; or
- incurred on any banking or other account or in any other manner whatsoever.

(please see continuation sheet)

Signed

Gordons

Date

21/10/2005.

On behalf of ~~LLP (mortgagee/chargee)~~ (delete as appropriate)

Gordons

Riverside West, Whitehall Road, Leeds, West Yorkshire

LS1 4AW (ref: JAF/EKM)

Tel 01132270100

E-mail mail@gordonslegal.com

You do not have to give any contact
information in the box opposite but if
you do, it will help Companies House to
contact you if there is a query on the
form. The contact information that you
give will be visible to searchers of the
public record

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COMPANIES HOUSE

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22/10/2005

10/03

When you have completed and signed the form please send it to the
registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff

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

Nationwide Building Society
Nationwide House, Pipers Way, Swindon, SN38 1NW

Short particulars of all the
property mortgaged
or charged

1. Fixed Charges

The LLP with full title guarantee as a continuing security for the payment and discharge of the Indebtedness (as defined in the Legal Charge) charges to the Chargee:

(a) Property: by way of legal mortgage the Property (defined in the Schedule below) together with all buildings, Fixtures (as defined in the Legal Charge) (including trade Fixtures) and fixed plant and machinery from time to time on the Property together with all estates, rights, title, options, easements and privileges appurtenant to, or benefiting, the same including all beneficial interest and Rights (as defined in the Legal Charge) of the LLP in the Property and in any proceeds of sale or disposal of any part of the Property;

(b) Securities: by way of fixed charge any shares held by the LLP in any company from time to time which has any rights in or connected to the Property; and

(c) Guarantees: by way of fixed charge the benefit of all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties relating to the Charged Property (as defined in the Legal Charge).

2. Assignment

The LLP with full title guarantee as a continuing security for the payment and discharge of the Indebtedness assigns to the Chargee:

(a) Goodwill: the goodwill of the business carried on by the LLP at the Property together with the benefit of any licences and registrations required or obtained for the running of such business;

(b) Insurances: all moneys from time to time payable to the LLP under or pursuant to the Insurances (as defined in the Legal Charge) including without limitation the refund of any premiums.

(please see continuation sheet)

Particulars as to
commission allowance
or discount (note 3)

NIL

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 LLP398 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 LLP 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 Form LLP395 continuation sheet.
- 5 Cheques and Postal Orders must be made payable to **Companies House**.

***As applied to LLPs by Schedule 2 of the Limited Liability Partnerships Regulations 2001**

CHFP041

FORM LLP395 (Cont.) AND FORM LLP410 (Scot)(Cont.)

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

*Please
complete in
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Continuation sheet No
to Form LLP395 and 410 (Scot)

1

LLP Number

OC 314708

Full Name of Limited Liability Partnership

WENSLEYDALE ESTATES LLP (the "LLP")

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

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

Please do not
write in this
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Including:

- all liabilities arising under the Legal Charge;
- all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates; and
- interest (both before and after judgment) to date of payment at such rates and upon such terms specified in the Facility Letter (as defined in the Legal Charge), commission, fees and other charges (including interest rate breakage costs) and all legal and all other costs, charges and expenses (including any internal management, monitoring or enforcement costs, charges and expenses of the Chargee) on a full and unqualified indemnity basis which may be incurred by the Chargee in relation to any of the Indebtedness (as defined in the Legal Charge) or any guarantee in respect of any part of the Indebtedness, or otherwise in respect of the LLP or any guarantor or any part of the Indebtedness.

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

*Please
complete in
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Short particulars of all the property mortgaged or charged (continued)

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In respect of the Charged Property which is assigned to the Chargee:

- (a) it is assigned absolutely but subject to reassignment upon the Indebtedness being paid or discharged in full and there being no future or contingent Indebtedness which may arise, whereupon the Chargee shall, at the request and cost of the LLP, reassign the Charged Property to the LLP;
- (b) the Chargee may (but shall not be obliged to), and the LLP shall promptly on request by the Chargee (but not otherwise), give to any relevant third parties such notices of assignment as the Chargee shall from time to time require; and
- (c) in respect of any insurances assigned, the Chargee shall, notwithstanding the assignment, have no responsibility for the performance of the obligations of the LLP thereunder, and the LLP shall continue to observe and perform its obligations under the insurances.

3. Credit Balances

The LLP irrevocably and unconditionally agrees that if there shall from time to time be any credit balance on any of the LLP's accounts with the Chargee, the Chargee shall have the absolute right to refuse to permit such credit balance to be utilised or withdrawn by the LLP whether in whole or in part if at that time there is outstanding any of the Indebtedness which is due for payment.

(please see continuation sheet 2)

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Particulars as to commission allowance or discount

Please do not
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**Particulars of a mortgage or charge
(continued)**

*Please
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Continuation sheet No
to Form LLP395 and 410 (Scot)

2

LLP Number

OC 314708

Full Name of Limited Liability Partnership

WENSLEYDALE ESTATES LLP (the "LLP")

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

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

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Names, addresses and descriptions of the mortgagees 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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NOTE:

The LLP shall not:

- (a) without the prior written consent of the Chargee make any structural or material alteration to the Property or any premises forming part of the Property or do or permit to be done anything which is "development" or a change of use within the meaning of the Planning Acts (as defined in the Legal Charge) from time to time or any orders or regulations under such Acts or do or permit or omit to be done any act, matter or thing as a consequence of which any provision of any statute, bye-law, order or regulation or any condition of any Consent (as defined in the Legal Charge) (whether of a public or private nature) from time to time in force affecting the Property is or may be infringed. In the event of the Chargee giving consent to commence and proceed with any works, the LLP shall, without delay, carry out those works to the Chargee's satisfaction in accordance and within the provisions and conditions of the consent. The LLP shall not sever, unfix or remove any of the Fixtures (as defined in the Legal Charge) or plant or machinery on the Charged Property except for the purposes of effecting any necessary repairs, or of replacing the same with new and improved models;
 - (b) without the prior consent in writing of the Chargee (and then only in accordance with any conditions that may be attached to such consent) dispose of the Property or any estate or interest in it (including without limitation rental income in respect of the Property) or grant any lease, part with possession or share occupation of the whole or any part of the Property or confer any licence, right or interest to occupy or grant any licence or permission to assign, underlet, sublet or part with possession of the same or any part thereof (or agree to do any of these things) or permit any person to:
 - (i) be registered (jointly with the LLP or otherwise) as proprietor under the Land Registration Acts of the Property (and the LLP will indemnify the Chargee against the costs of entering any caution against such registration) or create or permit to arise any overriding interest affecting the same within the definition in those Acts or permit any person to assert any proprietary or other similar right or interest over the Property; or
 - (ii) become entitled to any right, easement, covenant, interest or other title encumbrance which might adversely affect the value or marketability of the Property;
 - (c) do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value (whether monetary or otherwise) to the Chargee of the whole or any part of the Charged Property;
- (please see continuation sheet 3)

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Particulars as to commission allowance or discount

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Particulars of a mortgage or charge
(continued)

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Continuation sheet No
to Form LLP395 and 410 (Scot)

3

LLP Number

OC 314708

Full Name of Limited Liability Partnership

WENSLEYDALE ESTATES LLP (the "LLP")

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

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

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Names, addresses and descriptions of the mortgagees 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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(d) without the prior written consent of the Chargee:

(i) create or purport to create or permit to subsist any Security Right (as defined in the Legal Charge) over the whole or any part of the Charged Property other than a lien arising by operation of law (arising in the ordinary course of the LLP's business and securing amounts not more than 30 days overdue) and any Permitted Charge (as defined in the Legal Charge); or

(ii) assign or create a Security Right over, or otherwise deal with the income from any lease or tenancy of, the Property; or

(iii) dispose of all or any part of the Charged Property or agree to do so; or

(iv) permit or agree to any variation of the Rights attaching to the whole or any part of the Charged Property; or

(e) oppose any application by the Chargee or a Receiver (as defined in the Legal Charge) for the transfer, grant or renewal of any justices, excise or premises licence relating to the Property; or

(f) without the consent of the Chargee, elect to waive exemption under paragraphs 2 - 4 of Schedule 6A to the Value Added Tax Act 1983 (as amended by the Finance Act 1989) in respect of any supply made in relation to the Charged Property or any part of it or any other building or such land) in which the LLP has a right or licence to occupy within the meaning of paragraph 3(2) of Schedule 6A to the Value Added Tax Act 1983 (as amended by the Finance Act 1989) which could give rise to a deemed election in relation to the Charged Property.

(g)(i) except without the prior written consent of the Chargee, consent to, or enter into any negotiations with any Authority (as defined in the Legal Charge) with regard to, the acquisition of the whole or any part of the Charged Property;

(ii) if so requested by the Chargee, permit the Chargee or its agent or anyone engaged by the Chargee or conduct such negotiations or give such consent on the LLP's behalf; and

(iii) if a notice is given to the LLP by any Authority that such Authority intends to acquire the whole or any part of the Charged Property and such notice contains any condition, not, at any time after the date of such notice, to do or omit to suffer to be done or omitted any act or thing which may be in breach of such condition.

Particulars as to commission allowance or discount

CHFP041

FORM LLP395 (Cont.) AND FORM LLP410 (Scot)(Cont.)

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

*Please
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Continuation sheet No
to Form LLP395 and 410 (Scot)

4

LLP Number

OC 314708

Full Name of Limited Liability Partnership

WENSLEYDALE ESTATES LLP (the "LLP")

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

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

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Names, addresses and descriptions of the mortgagees 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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SCHEDULE

All that leasehold property known as Unit 23 Snaygill Industrial Estate, Skipton, registered at the Land Registry under title number NYK192673.

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Particulars as to commission allowance or discount

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985 as applied to Limited Liability Partnerships pursuant to Paragraph 4 and Schedule 2 of the Limited Liability Partnerships Regulations 2000.

LLP No. OC314708

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 7th OCTOBER 2005 AND CREATED BY WENSLEYDALE ESTATES LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE LIMITED LIABILITY PARTNERSHIP TO NATIONWIDE BUILDING SOCIETY ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 AS APPLIED TO LIMITED LIABILITY PARTNERSHIPS PURSUANT TO PARAGRAPH 4 AND SCHEDULE 2 OF THE LIMITED LIABILITY PARTNERSHIPS REGULATIONS 2000 ON THE 22nd OCTOBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th OCTOBER 2005.

Pangels



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES