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*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

171

2764702

Name of company

* Beau Thai Limited ("the Company")

Date of creation of the charge

7th august 1998

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

Legal Charge between The Company (1) The Society (2) (the "Legal Charge")

Amount secured by the mortgage or charge

All monies which at the date of the Legal Charge or at any time thereafter may be or become due by the Company to the Society and the discharge of all obligations and liabilities whether actual or contingent (including further advances made after the date of the Legal Charge and secured directly or indirectly by it) at the date of the Legal Charge or thereafter owed by the Company to the Society whether on any current or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style, name or form and whether as principal or surety) and whether originally owing to the Society or purchased or otherwise acquired by it together with interest to date of payment at such rates and upon such terms as may from time to time be determined by the Society in accordance with the Legal charge and all commission, fees and other charges and all legal and other costs and expenses (including internal administrative costs) incurred by the Society in relation to the Legal Charge in enforcing or seeking to enforce the security created by the Legal Charge on a full indemnity

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

Skipton Building Society of The Bailey, Skipton, North Yorkshire BD23 1DN ("the Society")

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

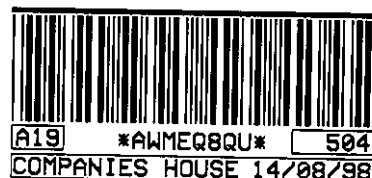
Addleshaw Booth & Co
Sovereign House, PO Box 8,
Sovereign Street, Leeds,
LS1 1HQ

CER/JL/beau395.1fd

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The Company, with full title guarantee, as a continuing security for the payment of all the Secured Liabilities (including all expenses and charges arising out of or in connection with the appointment powers and action of any receivers):

1 charged to the Society by way of legal mortgage the Property and all its fixtures and by way of specific charge all the income from time to time arising or payable to or on behalf of the Company in relation to the Property and the proceeds of sale of any Disposal in respect of the Property and all deeds and documents from time to time relating to the same and all insurance and compensation monies referred to in the Legal Charge;

2 assigned to the Society the Related Rights;

3 charged to the Society by way of fixed charge the equipment and goods listed in the Legal Charge (if any) and all other fixtures, fittings, plant and machinery which may from time to time be erected on or affixed to the Property;

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Particulars as to commission allowance or discount (note 3)

none

Signed

Addleshaw Borth & Co

Date

13 August 1998

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.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2764702

Name of Company

Beau Thai Limited ("the Company")

~~limited~~

* delete if
inappropriate

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

basis, and commission, interest, fees and charges to date of payment (as well after as before any demand or judgment) at the rates and upon the terms from time to time agreed between the Company and the Society or, if there is no such agreement determined by the Society in accordance with the Legal Charge and such interest shall be compounded in the event of it not being punctually paid in accordance with the usual practice of the Society but without prejudice to the right of the Society to require payment of such interest when due including all expenses and charges arising out of or in connection with the appointment of Receivers and the exercise of powers by Receivers pursuant to the provisions in that behalf contained in the Legal Charge ("the Secured Liabilities").

The Legal Charge is made for securing further advances but the Society is not obliged to make any further advance.

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

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4 charged to the Society by way of floating charge all other moveable plant, machinery, implements, building materials of all kinds, utensils, furniture and equipment at the date of the charge or from time to time placed on or used in or about the Property and belonging to the Company;

5 charged to the Society by way of floating charge the undertaking and all other property assets and the rights of the Company whatsoever and wheresoever both present and future (including but limited to the Property and the assets referred to in sub-paragraphs 1, 2 and 3 above and the stock-in-trade of the Company);

6 assigned to the Society the Goodwill and the Intellectual Property.

The Society shall be entitled at any time by notice in writing to the Company to convert any of the floating charges into fixed charges as regards any asset specified in the notice.

In the Legal Charge the following terms have the following meanings:

Authorisation means any licence, consent, certificate, permit, authorisation or order of any kind in force relating to the Property whether under the Licensing Acts or the Registered Homes Act 1984 or any other legislation to take all necessary steps to secure the renewal or continuation of any Authorisation.

Business means each and every business from time to time conducted by the Company at the Property.

Disposal includes any charge, sale, lease, sub-lease, assignment or transfer, or any agreement to enter into any of the foregoing the grant of an option or similar right, the creation of a trust or equitable interest in favour of a third party and a sharing or parting with possession or occupation whether by licence or otherwise.

Fixtures means all fixtures and fittings from time to time attached to the Property.

Goodwill means the goodwill of the Company in the Business together with the benefit of all Authorisations which the Company may hold in connection with any Business.

Intellectual Property means all present and future patent applications, inventions, trademarks, trademark applications, brand and trade names, registered designs and applications for such designs, design rights, copyrights and rights in the nature of copyright, computer programmes, know-how and trade secrets, and all licenses and sub-licenses now or hereinafter granted to or by the Company in respect of any rights and ancillary rights and benefits including all royalties fees and other income deriving from the same both present and future in relation to and for the benefit of the Business or in which the Company may have an interest and the benefit of all present and future agreements entered into or for the benefit of which is enjoyed by the Company relating to the use or exploitation of rights of such nature whether owned by the Company or others.

Property means the property known as:

The Hotel Katherine, 49 Kirkley Cliff Road, Lowestoft, Suffolk as is more particularly described in a conveyance dated 5 February 1976 made between RL Blease (1) and D Naylor (2) together with all buildings thereon and all fixtures subject to and with the benefit of all rights, easements, covenants, restrictions stipulations, agreements, declarations and other matters affecting and/or benefiting the same including every part of the same.

Related Rights means any option to purchase the freehold or superior

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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

2764702

Name of Company

Beau Thai Limited ("the Company")

~~limited~~*

* delete if
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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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leasehold, or to obtain a new lease, of the Property, any guarantees relating to the Property, any share or membership rights in a resident's association or management company relating to the Property any other benefit or right of any kind relating to the Property its construction use or title.

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Secured Liabilities is defined elsewhere in this Form 395.

Society is defined elsewhere in this Form 395.

The Legal Charge contains provisions that during the continuance of the security created by the Legal Charge the Company will not:

(a) create or allow any mortgage, charge, lien or other encumbrance or security interest over the Property;

(b) without the prior written consent of the Society under the hand of one of its authorised officials, grant or agree to grant any lease, agreement for lease or licence in respect of the Property, or part with or share possession of the Property or grant any legal or equitable interest in or right over the Property;

(c) accept any surrender of any lease, agreement for lease or licence of the Property;

(d) vary ther terms of any lease, agreement for lease or licence of the Property;

(e) make any disposition of the Property including surrendering or agreeing to surrender the same.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02764702

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 7th AUGUST 1998 AND CREATED BY BEAU THAI LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO SKIPTON BUILDING SOCIETY ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th AUGUST 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th AUGUST 1998.

A handwritten signature in dark ink, appearing to read 'P. Davies'.

PHIL DAVIES

for the Registrar of Companies

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C O M P A N I E S H O U S E