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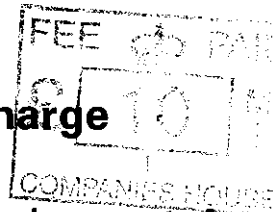
* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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



395

089609/30

To the Registrar of Companies
(Address overleaf - Note 6)

For official use Company number

17

02948832

Name of company

* LEAZES PARK ESTATES LIMITED

Date of creation of the charge

6TH JULY 2004

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

3 LEGAL MORTGAGE

Amount secured by the mortgage or charge

4
10 SEE RIDER 1

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

SVENSKA HANDELSBANKEN AB (publ)

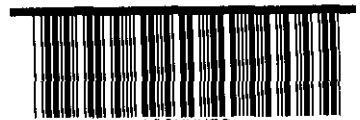
Postcode

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

Hay & Kilner Solicitors
Merchant House
30 Cloth Market NE1 1EE
~~DX 61019 Newcastle upon~~
~~Tyne~~

For official use
Mortgage section

Post room

A08
COMPANIES HOUSE

A8GNUMR2

0541
13/07/04

Time critical reference

Short particulars of all the property mortgaged or charged

SEE RIDER 2

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in black type or
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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)

Signed

Date

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.

RIDER 1 TO FORM 395

LEAZES PARK ESTATES LIMITED
COMPANY REGISTRATION NUMBER 02948832

Amount secured by the Mortgage or Charge Continued

- '(i) All present and future indebtedness of Leazes Park Estates Limited ("The Mortgagor") to the Bank on any current, advance, loan or other account whatsoever;
- (ii) All liabilities whatsoever of the Mortgagor to the Bank present or future in respect of notes or bills discounted or paid or bills or drafts accepted or endorsed or guarantees, indemnities, bonds, letters of credit, documentary credits or similar instruments issued for or at the request of the Mortgagor or other loans, credits or advances made to or for the accommodation or at the request of the Mortgagor;
- (iii) All other liabilities and obligations whatsoever of the Mortgagor to the Bank present or future, actual or contingent, howsoever arising and whether or not initially incurred to the Bank (including, without limitation, liabilities and obligations as surety or guarantor); and
- (iv) All obligations in respect of legal and other costs, charges, fees and expenses (including, without limitation, value added tax) now or in the future owed to or incurred directly or indirectly by the Bank in relation to this security or any other security held by the Bank in connection with advances or other banking facilities or accommodation offered or made to the Mortgagor or in relation to the enforcement or attempted enforcement of any such security or in relation to any judicial, arbitration or other proceedings (by whomsoever and wheresoever commenced) in connection with any such security or its enforcement or attempted enforcement, or arising out of, or in relation to, any action undertaken by or on behalf of the Bank, or by a receiver appointed by the Bank, in respect of or in any way relating to this Legal Mortgage or the Secured Property (as defined below) or arising out of or in any way relating to or in respect of any such indebtednesses, liabilities or obligations on a full and unqualified indemnity basis

Together in each of the cases mentioned in paragraphs (i), (ii), (iii) and (iv) of this Clause with all interest, fees, commissions and bank and discount charges due or owing or payable to the Bank from or by the Mortgagor, such interest being computed and compounded in each such case according to the usual practice of the Bank and so that interest shall be payable at the same rate as well after as before any judgment.'

RIDER 2 TO FORM 395

LEAZES PARK ESTATES LIMITED
COMPANY REGISTRATION NUMBER 02948832

Short Particulars of all the Property mortgaged or charged continued

- (i) By way of legal mortgage the following property;
- (a) Freehold property being 4, 4a and 6 Leazes Park Road, Newcastle upon Tyne (Title Number TY66620)
 - (b) Freehold property being 8 Leazes Park Road, Newcastle upon Tyne (Title Number TY67501)
 - (c) Freehold property being 10 Leazes Park Road, Newcastle upon Tyne (Title Number TY230071)

and each and every part thereof and all buildings, erections and structures (whether in the course of construction or otherwise) and fixtures and fittings and fixed plant and machinery now or hereafter thereon and all improvements and additions thereto (hereinafter called the "Mortgaged Property" which expression shall where the context admits or requires include either the whole or any part thereof) and with the benefit of all existing and future leases, underleases, tenancies, agreements for lease, rights, covenants, undertakings, warranties (including, without limitation, collateral warranties), guarantees, indemnities and conditions from time to time affecting the same (subject to the provisions hereof) but otherwise free from encumbrances;

- (ii) By way of floating charge all moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or about the Mortgaged Property (which property shall be included in the expression "the Mortgaged Property");
- (iii) By way of fixed charge all the benefit of and the right to enforce all contracts and agreements (if any) for the sale, purchase, leasing, mortgaging, management or other dealing with the Mortgaged Property and all building contracts and agreements (if any) for professional and other services (including, without limitation, any collateral warranties) and all other contracts and agreements and bonds (if any) now or from time to time entered into for the purpose of carrying out any development of the Mortgaged Property or for the purposes related to any building contracts in relation to the Mortgaged Property (in each case including for the avoidance of doubt its rights against any person giving any guarantee, indemnity or security for the performance of any obligations under any said contract or agreement);

- (iv) By way of fixed charge all rents and licence fees now or hereafter owing to it in respect of the Mortgaged Property (hereinafter called "Rents") but so that nothing in this paragraph and no arrangement (express or implied) in respect of the Rents or any of them shall constitute the Bank a mortgagee in possession;
- (v) By way of fixed charge all its rights, title and interest in and to, and in the proceeds of, all present and future insurances in respect of the Mortgaged Property (including, without limitation, any rights of subrogation arising therefrom) and all the benefit of, and rights under, or in respect of, all contracts, agreements, deeds, undertakings, guarantees, warranties, indemnities, other documents, compositions, accommodations and other transactions or arrangements now or hereafter entered into by or granted to, or vested in, or novated or assigned to, the Mortgagor in relation to or in respect of or in connection with any present or future insurance in respect of the Mortgaged Property (including, without prejudice to the generality of the foregoing, all the benefit, and rights in respect of, any ex-gratia payment);
- (vi) By way of fixed charge all its right, title and interest in and to all or any moneys from time to time received by it or its agents or solicitors or now or hereafter owing to it (whether such moneys are received or owing by way of deposit or on account of the purchase price or as stakeholders or for its own use and benefit or otherwise) in respect of any sale, letting, mortgage, charge or other dealing with the Mortgaged Property or in respect of any compensation or other payment relating to the Mortgaged Property and its right to make demand for, or to receive, any of the same;
- (vii) By way of floating charge the property, assets and rights described in paragraphs (i),(iii),(iv),(v) and (vi) of this sub-clause (if and in so far as the charges thereon set out in those paragraphs shall for any reason be ineffective as fixed charges or if and in so far as the fixed charges thereon hereby created shall for any reason be released)

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02948832

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 6th JULY 2004 AND CREATED BY LEAZES PARK ESTATES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO SVENSKA HANDELSBANKEN AB (PUBL) ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th JULY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th JULY 2004.

GRH
P



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES