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CHF P004

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write in
this margin*Please complete
legibly, preferably
in black type, or
bold block lettering** insert full name
of company

COMPANIES FORM NO. 395

Particulars of a mortgage or charge**395****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)

For official use

Company number

04340639

Name of company

The Franklyn Group Limited

Date of creation of the charge

15 July 2003

Description of the instrument (if any) creating or evidencing the charge (note 3)

A legal charge dated 15 July 2003 between the Franklyn Group Limited (the "Company")
and the Governor and the Company of the Bank of Ireland (the "Bank") (the "Legal
Charge")

Amount secured by mortgage or charge

All monies and all obligations and liabilities whether actual or contingent now or hereafter
due owing or incurred to the Bank by the Company in whatever currency denominated
whether on any banking 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)
including, without limitation, all liabilities in connection with foreign exchange
transactions, accepting, endorsing or discounting any notes or bills, or under bonds,
guarantees, indemnities, documentary or other credits or any instruments whatsoever from
time to time entered into by the Bank for or at the request of the Company and all amounts
which may become payable or for which the Company may become liable under the Legal
Charge and together with interest to the date of payment as provided in the Legal Charge,
commission, fees and other charges and all legal and other costs, charges and expenses
see continuation sheet

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

The Governor and Company of the Bank of Ireland

41 Castle Street

Liverpool

Postcode

L2 9SH

Presentor's name address and
reference (if any): Davies Arnold
Cooper, 6-8 Bouverie Street, EC4Y
8DD (Ref. 694/3553.79)

Time critical reference

For official Use
Mortgage Section

Post Room

A07
COMPANIES HOUSE0808
22/07/03

Short particulars of all the property mortgaged or charged

The Company charged and mortgaged with full title guarantee as a continuing security with the payment to the Bank of all the monies agreed to be paid pursuant to the Legal Charge (including any expenses and charges arising out of or in connection with the acts or matters referred to in clause 11 of the Legal Charge) and with the discharge of all obligations and liabilities referred to in the Legal Charge:

- (i) all that land and buildings comprised in a transfer dated 15 July 2003 made between Christopher Copeley Cooke and Jane Elizabeth Cooke (1) and the Company (2) and known as The Gatehouse Nursing Home 9 Manor Road Harrogate HG2 0HP (and which for the avoidance of doubt includes all of the land registered at H M Land Registry under title number NYK28089) (the "Property")
- (ii) all the rights, title and interest of the Company to and in any proceeds of any present or future insurances of the Property.

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

Particulars as to commission allowance or discount (note 2)

None

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

Signed Dennis Harold Cooper

Date 21/7/03

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 CF14 3UZ, DX: 33050 Cardiff

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot) (Cont.)
Particulars of a mortgage or charge
(continued)

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

Company number

04340639

Please complete
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lettering

Name of company

The Franklyn Group Limited

Limited*

*delete if
inappropriate

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

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

incurred by the Bank or any receiver in relation to the Company or any part of the Mortgaged Property on a full indemnity basis and all losses and damage that may be sustained, suffered or incurred by the Bank arising out of or in connection with any act, matter or thing done or omitted to be done by the Company under the Legal Charge or any document, arrangement or agreement between the Company and the Bank or any disclaimer of any of its contracts, agreements or arrangements or any of its liabilities or obligations to the Bank and also interest on such sums to the date of payment.

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Name, addresses and descriptions of the mortgages 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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- (iii) (unless otherwise specifically agreed by the Bank in writing), any present and future goodwill attaching to the Property by reason of the carrying on thereof of the business (if any) of the Company or a predecessor of the Company in that business.
- (iv) all moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or about the Property.

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(Referred to elsewhere in this Form 395 as the "Mortgaged Property")

The charge created by the Legal Charge referred to at (i), (ii), (iii) shall be a first fixed charge (and as regards the Property referred to at (i) above shall constitute a charge by way of legal mortgage thereon) and as to the property referred to at (iv) above and to the extent any property, assets and/or rights are not or have ceased to be effectively mortgaged or charged by way of a first fixed charge shall be a floating charge (which shall crystallize or on demand being made in accordance with clause 2 of the Legal Charge).

NEGATIVE PLEDGE

The Company covenanted, by way of negative pledge, in the Legal Charge not to create or attempt to create or permit to subsist upon the property charged by the Legal Charge any mortgage, debenture, pledge or charge upon or permit any lien right of set-off or other security interest or incumbrance whatsoever to rise on or affect any part of the property mortgaged by the Legal Charge ranking either in priority to or *pari passu* with the charge created by the Legal Charge or which will rank after the charges contained in the Legal Charge.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04340639

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 15th JULY 2003 AND CREATED BY THE FRANKLYN GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd JULY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th JULY 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —