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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

0185241598

Particulars of a mortgage or charge

395

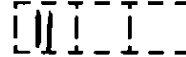
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



00463816

Name of company

* A HAXBY & SONS (FILEY) LIMITED (the "Company")

Date of creation of the charge

4 June 2007

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

LEGAL MORTGAGE (the "Deed")

Amount secured by the mortgage or charge

The moneys due, owing or incurred by and other liabilities of the Mortgagor to the Security Agent the payment
and discharge of which are the subject of covenants, undertakings and agreements contained in the Deed
("Secured Obligations")

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

ALCENTRA LIMITED as security agent for and on behalf of the Secured Parties (the "Security Agent")
whose registered office is at 10 Gresham Street, London

Presenter's name address and
reference (if any)

Contact Denise Phillips
DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE

98137 120001 14476454

Time critical reference

For official Use (02
Mortgage Section

Non
part



PMO 15/06/2007 320

COMPANIES HOUSE

A52 *AIXMZQMM 657

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COMPANIES HOUSE

A48 *AOUZPQFO 685

15/06/2007
COMPANIES HOUSE

CHARGES

1 (1) The Mortgagor (to the intent that the security created shall rank as a continuing security in favour of the Security Agent) charged with full title guarantee to the Security Agent as security for the payment and discharge of the Secured Obligations

(a) subject to clause 4 (Lessor's Consent) of the Deed, by way of legal mortgage all and singular the relevant property or properties described or referred to in the Schedule hereto,

(b) by way of specific charge the Goodwill,

(c) by way of fixed charge any share held by the Mortgagor in any tenants', residents' or occupiers' management company affecting the Mortgaged Property or any estate or building of which the Mortgaged Property forms part,

continued on Addendum 4/4

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*Please complete
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bold block
lettering*

Particulars as to commission allowance or discount (note 3)

N/A

Signed OLA P. PER UK LLP

Date 15/6/2007

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

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

† 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Name of company

*insert full name
of Company

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Addendum 1/4

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

Addendum 2/4

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

NOTE.

In this form:

"Goodwill" means the goodwill and connection of any business or businesses as at 4 June 2007 or at any time during the continuance of this security carried on by or for the account of the Mortgagor upon all or any part of the Mortgaged Property,

"Mortgaged Property" means the property charged to the Security Agent pursuant to Clause 3(1)(a) of the Deed,

"Receiver" means a receiver appointed by the Security Agent pursuant to the Deed

Schedule

Property Description (as per Land Registry, if applicable)	Interest (Freehold / Leasehold)	Title No (if registered) / Root of Title Document (if unregistered)
Land to the north of Belle Vue Street, Filey, North Yorkshire and shops 5 and 7A Belle Vue Street and flats 5A and 7B over the shops and over shop 7 and the workshop and yard adjoining the same	Freehold	Conveyance dated 26 May 1970 between (1) Herbert James Haxby and John Frederick Boyce Haxby and (2) A Haxby & Sons (Filey) Limited
Lockup shop on the ground floor of and known as 5B (formerly 7) Belle Vue Street, Filey, North Yorkshire	Freehold	Conveyance dated 4 December 1987 between (1) Margaret Cramer and (2) A Haxby & Sons (Filey) Limited

Addendum 3/4

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

Name of company

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Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

(d) if the Mortgagor is a company by way of floating security all moveable plant, machinery, implements, utensils, furniture, equipment, stock in trade, work in progress and other chattels of the Mortgagor as at 4 June 2007 and from time to time placed on or used in or about such Mortgaged Property (which expression shall where the context so admits include all such items) such floating charge to crystallise (if it has not already done so) upon the earlier of

(i) a demand being made for payment under Clause 2 (without any necessity for such demand to refer specifically to such crystallisation) of the Deed, or

(ii) the date of service of any notice given by the Security Agent to such Mortgagor pursuant to Clause 3(2) of the Deed

(2) The Security Agent may by written notice convert the floating security into a specific charge as regards any assets specified in the notice which the Security Agent shall consider to be in danger of being seized or sold under any form of distress or execution levied or threatened to be levied and may appoint a Receiver thereof

(3) If the Mortgagor is not a company the Security Agent or any Receiver (as the case may be) is irrevocably authorised as agent for the Mortgagor at any time after demand has been made under Clause 2 of the Deed to use, remove, store, sell or otherwise deal with any moveable plant, machinery, implements, utensils, furniture, equipment, stock in trade, work in progress and other chattels of the Mortgagor situated at such Mortgaged Property (but without thereby becoming mortgagee in possession of such Mortgaged Property) and neither the Security Agent nor any Receiver shall be liable for any loss or damage occasioned to the Mortgagor. The Mortgagor shall indemnify the Security Agent and/or any such Receiver against all expenses incurred in relation to such items. The Security Agent or the Receiver (as the case may be) shall pay to the Mortgagor the net proceeds of sale arising from any sale of such items pursuant to the provisions of Clause 3(3) of the Deed

(4) The Mortgagor agreed that (in addition to the obligations implied pursuant to the Law of Property (Miscellaneous Provisions) Act 1994) it will at the request of the Security Agent execute in favour of the Security Agent such further or other legal requirements, mortgages, charges or other security documents as the Security Agent may request over the Mortgagor's interest in any of the mortgaged property for the purpose of perfecting, improving or more effectively securing the Mortgagor's obligation

LESSOR'S CONSENT

2 (a) The Mortgagor shall use all reasonable endeavours (including incurring reasonable costs and expenses) to obtain any lessor's consent required for the creation of the charges envisaged by Clause 3 (Charges) of the Deed

(b) If any charge created by Clause 3 (Charges) of the Deed breaches the terms of any lease under which the relevant Mortgagor holds any leasehold property, such breach shall not in turn constitute a breach of any of the representations and warranties given by the Mortgagor in the Deed

(c) If, despite the relevant Mortgagor's endeavours under paragraph (a) above, any lessor of such a leasehold property takes, or threatens to take, proceedings for forfeiture of a lease on the grounds that its consent had not been obtained to the creation of a charge over that leasehold interest in the Deed, the Security Agent will (if so requested by the Mortgagor) release the fixed security constituted by the Deed over that lease

SUBSEQUENT CHARGES

3 (1) The Mortgagor covenanted with the Security Agent not to create or permit to subsist any mortgage, charge or other encumbrance in favour of any other party or affecting the Mortgaged Property or any part or parts thereof without the prior written consent of the Security Agent

(2) If the Security Agent receives notice of any subsequent mortgage, charge or other encumbrance affecting the Mortgaged Property or any other part or parts thereof which the Security Agent had not given prior written consent to, the Security Agent shall be entitled to close any accounts with the Mortgagor in the books of the Security Agent and to open a new account or

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accounts in place thereof. If the Security Agent does not do so, it shall nevertheless be treated as if it had done so at the time when it received notice and as from that time all payments made by the Mortgagor to the Security Agent shall be credited or treated as credited to the new account or accounts and shall not operate to reduce the amount due from the Mortgagor to the Security Agent when it received the notice.

(3) If the Mortgagor shall have more than one account with the Security Agent the Security Agent may at any time without notice forthwith transfer all or any part of any balance standing to the credit of any one such account to any other such account which is in debit.

4 The Mortgagor further covenanted with the Security Agent and it is agreed and declared as follows

(1) not to sell, transfer, assign, lease, share or part possession with, declare a trust of, grant any right or rights over or otherwise dispose of the Mortgaged Property without the prior consent of the Security Agent,

(2) Not to grant or give any licence or consent to assign transfer sublet or otherwise dispose of any lease of the Mortgaged Property or any part thereof without the written consent of the Security Agent,

NON MERGER ETC

5 This security is in addition to and not in substitution for or to merge with any other security or lien which the Security Agent may as at 4 June 2007 or at any time hold for all or any of the Secured Obligations,

APPOINTMENT OF ATTORNEY

6 The powers of attorney given are given by way of security for the performance of the Mortgagor's obligations and the Security Agent's rights under the Deed

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 00463816

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 4th JUNE 2007 AND CREATED BY A HAXBY & SONS (FILEY) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE MORTGAGOR TO ALCENTRA LIMITED AS SECURITY AGENT FOR AND ON BEHALF OF THE SECURED PARTIES 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 15th JUNE 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th JUNE 2007

Handwritten signature



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —