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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

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[14]

3333405

Name of company

*

BENTILEE COMMUNITY HOUSING LIMITED

Date of creation of the charge

31st March 98

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

LEGAL CHARGE

Amount secured by the mortgage or charge

All monies

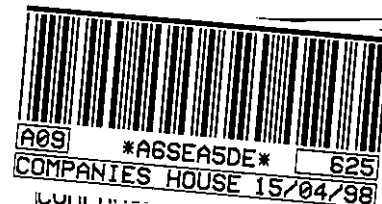
Names and addresses of the mortgagees or persons entitled to the charge

BRITANNIA BUILDING SOCIETY, BRITANNIA HOUSE,
LEEK, STAFFORDSHIRE
ST13 5RG

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

MESSRS GRINDEYS, SOLICITOR
GLEBE COURT
STOKE ON TRENT
STAFFORDSHIRE
ST4 1ET

For official use
Mortgage Section



Time critical reference

Schedunka

Bantlee stake in front - - -

(See p. 41).

 [company] [mortgagee/chargee] †

Date 3rd April 1998

On behalf of [company] [mortgagee/chargee] †

† delete as appropriate

- 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.

3.

CHARGES

3.1

Fixed Charges

The Borrower with full title guarantee and as security for the payment and discharge of the Secured Liabilities charges in favour of the Society:

- (a) by way of first legal mortgage all the property referred to in the Schedule together with all buildings and Fixtures thereon the proceeds of sale of all or any part thereof and (so far as the same are capable of being mortgaged) the benefit of any covenants for title given or entered into by any predecessor in title of the Borrower and any monies paid or payable in respect of such covenants; and
- (b) by way of first fixed charge:
 - (i) all plant and machinery now or in the future owned by the Borrower and its interest in any plant or machinery in its possession in each case which forms part of or is operated by the Borrower on the Mortgaged Property (but excluding

plant and machinery which is a personal chattel for the purposes of Section 4 of the Bills of Sale Act 1878);

- (ii) all benefits in respect of the Insurances and all claims and returns of premiums in respect thereof and all compensation monies received and/or receivable in respect of the Security Assets;
- (iii) the benefit of all present and future licences consents and authorisations (statutory or otherwise) held in connection with the use of any of the Security Assets specified in sub-clauses (a) and (b)(i) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
- (iv) the personal agreements and covenants by the tenants lessees licensees or other parties under the Letting Documents and by all guarantors and all security held by the Borrower in respect of the obligations of the tenants lessees licensees or other parties under the Letting Documents (including without limiting the generality of the foregoing all monies due and owing to the Borrower or which may become due and owing to the Borrower at any time in the future in connection therewith);
- (v) all agreements now or from time to time entered into or to be entered into for the sale letting or other disposal or realisation of the whole or any part of the Premises (including without limiting the generality of the foregoing all monies due and owing to the Borrower or which may

become due and owing to the Borrower at any time in the future in connection therewith);

- (vi) the benefit of all guarantees and warranties in respect of the Mortgaged Property and all guarantees warranties and representations given or made by and any rights or remedies against all or any of the architects quantity surveyors building contractors consulting engineers and other professionals now or at any time (whether in the past or in the future) engaged by the Borrower in relation to the Premises and the manufacturers suppliers or installers of all plant machinery fixtures fittings and other equipment now or from time to time in or on the buildings erected or to be erected on the Mortgaged Property and any other person firm or company now or from time to time under contract with or under a duty to the Borrower in relation thereto and the benefit of all sums recovered in any proceedings against any such person firm or company; and

- (vii) if and so far as the legal mortgages set forth in sub-clause (a) above shall for any reason be ineffective as legal mortgages the assets referred to in that sub-clause.

6.3 Negative Pledge and Disposals

- (a) The Borrower shall not create or permit to subsist any Security Interest of any kind on or over any of the Security Assets (whether ranking in priority to pari passu with or subsequent to the security constituted by this Deed) without the prior written consent of the Society or as permitted pursuant to the Facility Letter.
- (b) The Borrower shall not sell transfer assign lend lease or otherwise dispose of all or any part of the Security Assets charged pursuant to Clause 3.1 without the prior written consent of the Society or as permitted under the Facility Letter or this Deed;
- (c) If at any time during the Term of the Facility the Society agrees to the Borrower granting a floating charge over all or any substantial part of its property, assets and undertaking present and future in favour of any other person in circumstances where the floating charge would enable the holder thereof to appoint an administrative receiver or other similar receiver who would have power to deal with any of the Mortgaged Property, the Borrower shall take such steps and execute such documents and procure the execution of such documents as the Society may reasonably require for the purpose of effecting and perfecting a Floating

Charge as defined in the Facility Letter in favour of the Society ranking at least pari passu with any other such floating charge to be granted by the Borrower and subject to a satisfactory ranking agreement regulating the priority and enforcement of such security in terms reasonably required by the Society to protect its interest.

Schedule

Premises

ALL THAT property at Bentilee Stoke-on-Trent contained and more particularly described in a transfer deeds of even date made between Stoke-on-Trent City Council (1) and the Borrower (2).

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03333405

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 31st MARCH 1998 AND CREATED BY BENTILEE COMMUNITY HOUSING LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BRITANNIA BUILDING SOCIETY ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th APRIL 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th APRIL 1998.

A handwritten signature in ink, appearing to read 'R. S. WATKINHAM'.

for the Registrar of Companies



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