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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

33184

2838980

Name of company

* Laycourt Properties Limited ("the Company")

Date of creation of the charge

2 July 1996

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

Legal Charge

Amount secured by the mortgage or charge

"the Liabilities" being all monies and liabilities presently or in the future owing to the Society by the Company whether solely or jointly with any other person and whether contingently or actually together with all interest discount commission charges and expenses and together with all other costs charges and expenses incurred by the Society in connection with the enforcement of its rights or the exercise of its powers under this Deed (including the costs of legal proceedings whether or not they are brought by or against a person who is a party to this Deed) on a full and unqualified indemnity basis

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

Birmingham Midshires Building Society ("the Society")
PO Box 81, Pendeford Business Park, Wobaston Road,
Wolverhampton WV9 5HZ

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

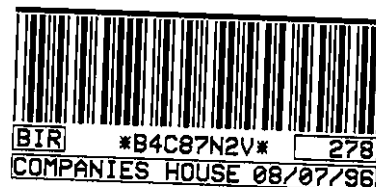
Edge & Ellison
Rutland House
148 Edmund Street
Birmingham B3 2JR

Ref: CPD.ISW.0904

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 charges the Property (being the Property specified in the Schedule to this Deed and includes any part or parts of it) by way of legal mortgage as a continuing security (subject to the Prior Charge, if any) for the payment to the Society of the Liabilities. The Company as absolute owner charges by way of floating charge all of its property and assets present and future as a continuing security for the payment to the Society of the Liabilities. The Company as absolute owner charges in favour of the Society all goodwill of the Business carried on at the Property by way of additional security (subject to the Prior Charge, if any) for the payment to the Society of the Liabilities. The Company as absolute owner assigns to the Society the benefit of all licences, authorisations and permits held in respect of the Property or the Business including without limitation all licences for the sale of intoxicating liquor. The Company is a member of the Society and is bound by the rules of the Society from time to time in force.

Continued on Continuation Sheet No 1

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

None

Signed Edge & Ellison

Date 8 July 1996

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 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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a mortgage or charge
(continued)**

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

CHA 116

Please complete
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Company Number

2838980

Name of Company

Laycourt Properties

Limited*

* delete if
inappropriate

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

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

Please do not
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binding margin

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

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

The Company covenants with the Society:

1. Not without the Society's prior written consent to change (or permit or suffer to be changed) the user of the Property or the nature of the Business carried on there
2. Not to sell, assign, charge, mortgage, or otherwise deal with the Property without the Society's prior written consent
3. Not to grant or permit to subsist any mortgage or charge over the Property without the Society's prior written consent
4. Not to sell, assign, charge, mortgage or otherwise deal with the fixtures at or on the Property or the Equipment (being all the Company's property and assets present and future) unless any such fixture or item of the Equipment which is sold is replaced by an unencumbered fixture or item of equivalent value to the original item
5. Not to do or permit anything to be done which may or will prejudice or diminish the value of the Society's security under this Deed

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SCHEDULE

"the Property"

ALL THAT Leasehold land being 63 Spring Street, Rishton, Blackburn which is registered with good leasehold title at HM Land Registry under Title Number LA622990 and more particularly described in the Lease dated 15 June 1881 between Henry Petre (1) and Edward Noble (2)

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02838980

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 2nd JULY 1996 AND CREATED BY LAYCOURT PROPERTIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BIRMINGHAM MIDSHIRES BUILDING SOCIETY ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th JULY 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th JULY 1996.

J. Cambourne

J. CAMBOURNE

for the Registrar of Companies

Post
10/7.
PP



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

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