



Particulars of a mortgage or charge

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

M216C

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

To the Registrar of Companies

For official use Company number

10 22473C

Name of company

* WYNNSTAY PROPERTIES PUBLIC LIMITED COMPANY

*Insert full name of company

Date of creation of the charge

1st January 1994

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

Legal Charge made between the Company (1) and C. Hoare & Co ("the Bank")

Amount secured by the mortgage or charge

1. All monies and liabilities from time to time owing or incurred by or for which the Company may be liable to the Bank and whether actually or contingently under or by virtue of the provisions of or as surety for or indemnifier in respect of any regulated agreement as defined by the Consumer Credit Act 1974 ("the 1974 Act") which either (1) expressly provides that it is secured by the said charge or (2) is a debtor/creditor agreement as defined by the 1974 Act enabling the debtor to overdraw on current account in respect of which the Director General of Fair Trading has made a determination under Section 74 (3) of the 1974 Act together with interest as provided in any such agreement after as well as before any judgment and the Bank's legal and other costs charges or expenses on a full indemnity basis in the event that the Company or any other person defaults in the performance of his obligations under such regulated agreement or the Company defaults in

69a.

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

C Hoare & Co of 37 Fleet Street, London Postcode EC4P 4DQ

26/1-

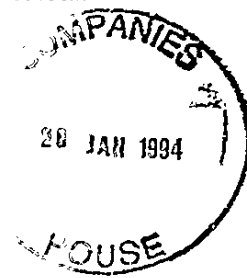
Presenter's name, address and reference (if any):

Field Fisher Waterhouse 41 Vine Street LONDON EC3N 2AA Ref: PBH

For official use Mortgage section

26 JAN 1994

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

Please do not write in this margin

1. The freehold land known as 11, 12, 13, 14, 15 and 16 Marriot Close, Norwich, Norfolk registered at H M Land Registry under title number NK39555.

2. The freehold land known as 40 Spa Road, Hockley, Essex comprised and more particularly described or referred to in a Conveyance dated 29th September 1978 made between Felnex Development Company Limited (1) and the Company (2)

3. All buildings and erections on the above properties and all fixtures now or at any time hereafter affixed or attached thereto other than trade machinery as defined by Section 5 of the Bills of Sale Act 1878

4. The beneficial interest of the Company in the above properties buildings erections and fixtures and in the proceeds of sale thereof and in the rents and profits until sale
PBL-wk-580-

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

Particulars as to commission allowance or discount (note 3)

[Empty box for commission allowance or discount]

Signed Chiel Fisher-Hulsehouse Date 21st January 1994

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.

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

Please do not
write in this
margin

Continuation sheet No 1
to Forms Nos 395 and 410 (Scot)

Company number

224736

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

Name of company

WYNNSTAY PROPERTIES PUBLIC LIMITED COMPANY

Limited*

*Delete if
inappropriate

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

[Empty box for description of the instrument]

Please do not write in this margin

the performance of any such of its obligations under this legal charge are referable to the security for any such regulated agreement and

2. All monies and liabilities other than those mentioned in paragraph 1 above (and other than monies and liabilities from time to time owing or incurred by or for which the Company may be liable to the Bank (and whether actually or contingently) under or by virtue of the provisions of or as surety for or indemnifier in respect of any regulated agreement which is not such an agreement of one or other of the types referred to in paragraph 1 above) now or henceforth owing or incurred by the Company (whether alone or with another or others) to the Bank on any account or in any manner whatsoever and whether actually or contingently and whether as principal or surety, including and together with interest at such rate or rates from time to time and compounded with such rests on such dates as the Bank may prescribe and generally according to the Bank's usual practice, commission, banking charges and legal and all other costs, charges and expenses on a full indemnity basis

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

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 00022473

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 21st JANUARY 1994 AND CREATED BY WYNNSTAY PROPERTIES PUBLIC LIMITED COMPANY FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO C HOARE & CO ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26th JANUARY 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th JANUARY 1994.

P. Jones
P. JONES

for the Registrar of Companies



COMPANIES HOUSE

Post
28/1/94
PT

HC026B