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## COMPANIES FORM No. 395

# Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

CHA 116

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

\*insert full name of company

To the Registrar of Companies

For official use

Company number

1107

19772

Name of company

\* WINTERTHUR LIFE UK LIMITED ("the Debtor")

Date of creation of the charge

22 August 1997

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

Legal Charge between the Debtor (1) and the Bank (2) ("the Charge")

Amount secured by the mortgage or charge

The Debt (as defined below)

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

The Bank (as defined below)

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

Nabarro Nathanson  
50 Stratton Street  
London  
W1X 6NX

JK/SAJ/B125-664

Time critical reference

For official use  
Mortgage Section

Post room



KLO \*KK40DYSZ\* 2866  
COMPANIES HOUSE 03/09/97

Short particulars of all the property mortgaged or charged

2. SHORT PARTICULARS OF ALL THE PROPERTY CHARGED

- (a) by way of legal mortgage the Property (as defined below):
- (b) by way of fixed charge all buildings and other structures on, and items fixed to, the Property;
- (c) by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property;
- (d) by way of fixed charge all plant, machinery and other items affixed to and forming part of the Property on or at any time after the date of the Charge;
- (e) by way of assignment the Rental Sums (as defined below) together with the benefit of all rights and remedies of the Debtor relating to them to hold to the Bank absolutely subject to redemption upon repayment of the Debt;
- (f) by way of fixed charge the proceeds of any claim made under any insurance policy relating to any of the property charged under the Charge; and
- (g) by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of the Charge on or in or used in connection with the property or the business or undertaking conducted at the Property.

NEGATIVE PLEDGE

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed Nabano Nathanson Date 2/9 1997

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.

By virtue of clause 7 of the Conditions the Debtor has agreed with the Bank that it shall not create or attempt to create or allow to be created or to exist (whether by a specific agreement imposed by rule of law or Act of Parliament) any charge or lien of any kind over the Property without the prior written consent of the Bank (such consent not to be unreasonably withheld).

For the purposes of the above:

"Bank" means the Governor and Company of the Bank of Scotland Legal Services 2 Castle Terrace Edinburgh EH1 2YA and also any person:

- (i) who claims any title to or interest in the Charge from the Bank;
- (ii) to whom the Bank's interest in all or part of the Charge is transferred; or
- (iii) to whom the business of the Bank is transferred.

"Conditions" means the Bank's Commercial Charge Conditions (1995 Edition).

"Debt" means all sums of money owed and all liabilities or obligations to be carried out to the Bank at any time and from time to time by the Debtor whether:

- (i) they arise before or after the Bank has demanded that they are repaid or carried out;
- (ii) they are owned or to be carried out immediately or only after a stated event has occurred;

(iii) the Debtor owes or is to carry them out on his own or jointly with any other persons;

(iv) the Debtor owes or is to carry them out on his own account or as guarantor for the other persons; together with Interest upon them and Expenses (as defined below) relating to them.

"Debtor" means any and every person (whether the Borrower or the Owner or either of them) who has agreed to repay a Debt to the Bank.

"Expenses" means a total of the following:

(i) any commission and other charges which the Bank may from time to time charge to the Debtor in the ordinary course of the Bank's business in respect of the Debt or any service provided by the Bank to the Debtor;

(ii) any costs, charges, premiums, fees and expenses incurred from time to time by the Bank or the Receiver under the Conditions or are incurred in the exercise by the Bank or the Receiver of their powers under the Conditions;

(iii) any, costs, charges and expenses incurred by the Bank or the Receiver in connection with the Bank or the Receiver doing anything to protect the Charge or to obtain possession of or sell or deal (in any other way allowed by the Conditions) with the Property:

together with Value Added Tax upon such sums where appropriate.

"Interest" means any sum of money payable to the Bank by way of Interest upon the Debt.

"Property" means all that freehold property which is known as 15 Bennet Road, Reading, Berkshire which is registered under title number BK268269 and BK276490.

"Receiver" means any person (who may be an employee of the Bank) who is appointed by the Bank in writing to be the receiver and manager of all or any part of the Property and also any person who is substituted by the Bank in writing for such person.

Please complete  
legibly, preferably  
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"Rental Sums" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Debtor pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licencees or payable in respect of insurance premiums or reasonable professional fees or expenses.

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

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

COMPANY No. 00019772

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 22nd AUGUST 1997 AND CREATED BY WINTERTHUR LIFE UK LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd SEPTEMBER 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th SEPTEMBER 1997.

A handwritten signature in cursive script, appearing to read 'A.P. Goddard'.

A. P. GODDARD

for the Registrar of Companies

5-9-97



COMPANIES HOUSE