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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985



CHA 116

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

To the Registrar of Companies

For official use Company number

[Handwritten signature]

19772

Name of company

* WINTERTHUR LIFE UK LIMITED ("Borrower")

*insert full name of company

Date of creation of the charge

10 July 2000

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

CHARGE DEED ("Charge")

Amount secured by the mortgage or charge

1. The Principal Sum and all other monies which now are or at any time afterwards may be or become due from the Borrower to the Lender and the discharge of all obligations and liabilities whether actual or contingent (including further advances made by the Lender after the date of this Charge and secured directly or indirectly by this Charge) now or afterwards owed by the Borrower to the Lender whether on any current or other account or otherwise in any manner whatever (whether alone or jointly and in whatever style, name or form and whether as principal or surety) and whether originally owing to the Lender or purchased or otherwise acquired by it together with interest to date of payment at such rates and upon such terms as may from time to time be determined by the Lender in accordance with this Charge or (cont'd...)

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

Northern Rock plc whose registered office is at Northern Rock House, Gosforth, Newcastle upon Tyne NE3 4PL (the "Lender")

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

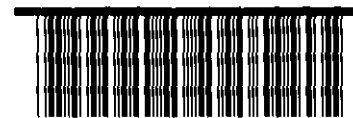
Dibb Lupton Alsop
Victoria Square House
Victoria Square
Birmingham
B2 4DL

AJH.46042-84

Time critical reference

For official use
Mortgage Section

Post room



BIR
COMPANIES HOUSE

B26FTS4N

0206
12/07/00

Short particulars of all the property mortgaged or charged

By Clause C1 the Borrower with full title guarantee as a continuing security for the payment of all the Secured Liabilities:

C.1.1. Charges to the Lender by way of legal mortgage the Property and all its Fixtures and by way of specific charge all the income from time to time arising pr payable to or on behalf of the Borrower in relation to the Property and the proceeds of any Disposal in respect of the Property and all deeds and documents from time to time relating to the same and all Insurance and Compensation Monies.

C.1.2. Assigns to the Lender the Related Rights.

C.1.3. Charges to the Lender by way of fixed charge the equipment and goods listed in this Charge (if any) and all other fixtures, fittings, plant and machinery which may from time to time be erected on or affixed to the Property.

C.1.4. (Where the Borrower is a body corporate) charges to the Lender by way of floating charge all other moveable plant, machinery, implements, building

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

DLA

Date 12 July 2000

On behalf of [company] (mortgagee/chargee) † DLA

† 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.

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binding margin

Particulars of a mortgage or charge (continued)

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

CHA 116

Company Number

19772

Please complete
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Name of Company

WINTERTHUR LIFE UK LIMITED ("Borrower")

Limited*

* delete if
inappropriate

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

continuation/

the Loan Offer and all commission, fees and other charges and all legal or other costs and expenses (including internal administrative costs) incurred by the Lender in relation to this Charge in enforcing or seeking to enforce the security created by this Charge on a full indemnity basis; and

2 Commission interest fees and charges to date of payment (as well after as before any demand or judgment) at the rates and upon the terms from time to time agreed between the Borrower and the Lender or, if there is no such agreement, determined by the Lender in accordance with this Charge or the Loan offer and such interest shall be compounded in the event of it not being punctually paid in accordance with the usual practice of the Lender but without prejudice to the right of the Lender to require payment of such interest when due ("Secured Liabilities").

N.B.

"Loan Offer" means any offer in writing whereby the Lender offers to advance the Principal Sum to the Borrower.

"Principal Sum" means any sum advanced by the Lender to the Borrower and includes any further advance or readvance to the Borrower.

**Please complete
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in black type, or
bold block lettering**

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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**

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continuation/...

materials of all kinds, utensils, furniture and equipment now or from time to time placed on or used in or about the Property and belonging to the Borrower.

C.1.6. Assigns to the Lender the Goodwill and Intellectual Property.

"Authorisation" means any Licence or authorisation of any kind whether under the Licensing Acts or the Registered Homes Act 1984 or any of the legislation

"Business Day" means a day (other than Saturday or Sunday) on which banks are open in London for the transacting of normal banking business.

"Disposal" includes any charge sale (whether subject to this Charge or otherwise) lease sub-lease assignment or transfer or any agreement to enter into any of the foregoing the grant of an option or similar right the creation of a trust or other equitable interest in favour of a third party and a sharing or parting with possession or occupation whether by way of licence or otherwise and "Dispose" and "Disposition" shall be construed accordingly.

"Fixtures" in relation to any freehold or leasehold property charged by this Charge means all fixtures and fittings from time to time attached to the Property but excluding where the Borrower is not a body corporate, trade fixtures and fittings.

"Goodwill" means the goodwill of the Borrower in the Business together with the benefit of all Authorisations which the Borrower may hold in connection with any Business.

"Insurance and Compensation Monies" means the monies due and owing at any time under the insurance policies or compensation arrangements referred to in clause 4.1(b) (iv) and 4.1(b) (v) and 6.

"Intellectual Property" means all present and future patents, patent applications, inventions, trade marks, trade mark applications, brand and trade names, registered designs and applications for such designs, design rights, copyrights and rights in the nature of copyright computer programmes, know how and trade secrets, and all licences and sub-licences nor or herein granted to or by the Borrower in respect of any rights of the above nature and all other intellectual property rights and ancillary rights and benefits including all royalties fees and other income deriving from the same both present and future in relation to and for the benefit of the Business or in which the Borrower may have an interest and the benefit of all present and future agreements entered into or the benefit of which is enjoyed by the Borrower relating to the use or exploitation of rights of such nature whether owned by the Borrowers or others.

"Licences" means all licences, consents, certificates, registrations, permits, orders or other similar matters required in connection with the Property or the Business.

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

Please do not
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Continuation sheet No 2
to Form No 395 and 410 (Scot)

CHA 116

Please complete
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bold block lettering

Company Number

19772

Name of Company

WINTERTHUR LIFE UK LIMITED ("Borrower")

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

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"Property" means the property set out in the Charge together with all buildings thereon and all Fixtures subject to and with the benefit of all rights easements covenants restrictions stipulations agreements declarations and other matters affecting and/or benefiting the same and includes every part of the same.

Registered Land

Administrative Area: Cleveland : Middlesbrough
Class of Title: Title Absolute
Title Number: CE3507
Property Description: The freehold land and buildings shown edged with red on the plan of the registered title and being land at the junction of Sotherby Road and Queensway Middlesbrough

"Related Rights" means any option to purchase the freehold or superior leasehold or to obtain a new lease of the Property, any guarantees relating to the Property, any share or membership rights in a residents' association or management company relating to the Property any other benefit or right of any kind relating to the Property its construction use or title.

NB.

NEGATIVE PLEDGE

By clause 3: Prohibition on creation of security disposal of the property and grant of leases

3.1 During the continuance of this security the Borrower will not:

(a) other than any floating charge permitted under the terms of clause 3.3 create or allow any Security Interest over the Property;

3.3 The Borrower promises not to create or allow any Security Interest over the Charged Property whether ranking before, pari passu with or after this Charge.

NOTE:

"Authorisation" means any Licence or authorisation of any kind referred to in clause 4.1(b) (iii).

"Business" means each and every business from time to time carried on by the Borrower whether from the Property or elsewhere.

"Charged Property" means all of the undertaking, Goodwill, property assets, revenues and rights of the Borrower charged by this Charge whether by way of fixed or floating charge and includes every part of the same.

"Goodwill" means the goodwill of the Borrower in the Business together with the benefit of all Authorisations which the Borrower may hold in connection with any Business.

(cont'd...)

Please do not write in this binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 3
to Form No 395 and 410 (Scot)

CHA 116

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

Company Number

19772

Name of Company

Winterthur Life UK Limited (the "Borrower")

Limited*

* delete if inappropriate

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

**Please complete
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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
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"Licence" means all licences, consents, certificates, registrations, permits, orders or other similar matters required in connection with the Property or the Business.

"Security Interest" means any mortgage, charge, pledge, lien, rights of set off, guarantee or surety assurance or any other security whatsoever.

**Please complete
legibly, preferably
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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. 00019772

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE DEED DATED THE 10th JULY 2000 AND CREATED BY WINTERTHUR LIFE UK LIMITED FOR SECURING THE PRINCIPAL SUM AND ALL OTHER MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NORTHERN ROCK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th JULY 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th JULY 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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