

Particulars of a mortgage or chargePlease do not
write in this
margin

Pursuant to section 395 of the Companies Act 1985

Please complete
legibly,
preferably in,
black type, or
bold block
letteringTo the Registrar of Companies
(Address overleaf)

For official use

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Company number

19772

Name of company

* WINTERTHUR LIFE UK LIMITED (the "Company")

*insert full name
of company

Name of customer

WINTERTHUR LIFE UK LIMITED (the "Customer")

Date of creation of the charge

27th February 1998

Description of the instrument creating or evidencing the charge

LEGAL MORTGAGE (CUSTOMER'S ACCOUNT)

Amount secured by the mortgage or charge

Any sum of money or any liability which the Customer and, if more than one, both or all of them together and each of them separately may now or at any time in the future owe to Yorkshire Bank PLC (the "Bank") including

- * sums and liabilities owed individually or jointly with others;
- * sums and liabilities owed as guarantor, indemnifier or security giver for any other person;
- * sums and liabilities which may or may not become payable depending on the outcome of future events including any sums and liabilities which would become payable on demand by the Bank;
- * sums and liabilities owed to another person, the rights to which have been transferred to the Bank;
- * sums and liabilities owed on current or any other account;

and also including

- * interest at the applicable rate or rates the Bank agrees with the Customer from time to time in respect of any sum of money or liability, and if no rate has been agreed between the Bank and the Customer for any particular sum of money or liability, interest at such rate as the Bank may select from the rates agreed between the Bank and the Customer in respect of any other sum of money or liability, in all circumstances, computed and compounded as agreed between the Bank and the Customer, or if there is no agreement, in accordance with the Bank's current practice from time to time, both before and after any judgment is obtained by the Bank, and
- * banking charges and all costs and expenses (including the Bank's own internal management and administrative costs and legal costs on a full indemnity basis) incurred by the Bank or any receiver appointed by the Bank in exercising the Bank's rights or the receiver's rights under the Legal Mortgage, calculated as agreed between the Bank and the Customer, or if there is no agreement, in accordance with the Bank's current practice from time to time.

Name and address of the mortgagee

YORKSHIRE BANK PLC whose registered office is at 20 Merrion Way, LEEDS, LS2 8NZ

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

Lockings Solicitors
St Marys Court
Lowgate
Kingston upon Hull

REF: TW/BOOTH

For Official Use
Mortgage Section

Post Room



Time critical reference

Short particulars of all the property mortgaged or charged

1. The Company charges to the Bank by way of legal mortgage the property described in Schedule 1 below (the "Property")
2. The Company assigns to the Bank:
 - * any option to purchase or right of pre-emption to acquire the freehold or superior leasehold or to have a new lease of the Property;
 - * any proceeds of sale, letting or other disposition of the Property;
 - * any guarantees, insurance or compensation monies relating to the Property or any authorisation, permit, registration certificate or licence of any kind in force in connection with the Property;
 - * any share or membership rights in a residents' association or management company relating to the Property, and
 - * any other benefit or right of any kind relating to the Property, its use, construction or title.
3. The Company assigns to the Bank the goodwill belonging to the Company of all businesses from time to time carried on at the Property with the benefit of all authorisations, permits, registration certificates or licences of any kind which the Company may hold in connection with such businesses.
4. The Company also charges to the Bank:
 - 4.1 by way of fixed charge the equipment and goods (if any) listed in Schedule 2 and all other fixtures, fittings, plant and machinery which may from time to time be erected on or affixed to the Property, and
 - 4.2 by way of floating charge on other moveable plant, machinery, furniture, equipment, goods and other effects which are from time to time on the Property.

Please do not write in this margin

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

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Note:

- A The Bank may at any time by written notice to the Company convert the floating charge over any assets specified in the notice into a fixed charge.
- B The Legal Mortgage contains a prohibition on the Company creating or allowing any mortgage, charge, pledge, lien, assignment by way of security or other security interest of any kind on the Property.

Schedule 1

The Property

S8-60 HULL ROAD, HESSLE, EAST YORKSHIRE

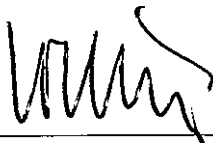
Schedule 2

The equipment and goods subject to fixed charge

{if none, specify "None"}

NONE

Signed



Date

3/3/98

On behalf of (company)(chargee) †

† delete as appropriate

The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

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 LEGAL MORTGAGE DATED THE 27th FEBRUARY 1998 AND CREATED BY WINTERTHUR LIFE UK LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO YORKSHIRE BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th MARCH 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th MARCH 1998.

A handwritten signature in cursive script, appearing to read 'D Phillips'.

D. PHILLIPS
for the Registrar of Companies



COMPANIES HOUSE

Dx
LM
9/3