



Particulars of a mortgage or charge

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

U1

M82C

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

[] [] [] [] [] [] [] [] [] []

00022473

Name of company

* WYNNSTAY PROPERTIES PUBLIC LIMITED COMPANY

Date of creation of the charge

23RD NOVEMBER 1992

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

LEGAL CHARGE

Amount secured by the mortgage or charge

ALL THAT regulated indebtedness excluded indebtedness and unregulated indebtedness such that:-
"regulated indebtedness" means all moneys and liabilities from time to time owing or incurred by or for which WYNNSTAY PROPERTIES PUBLIC LIMITED COMPANY ("the Mortgagor") may be liable to C. HOARE & CO. ("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 this Legal Charge or (2) is a debtor-creditor agreement as defined by the 1974 Act enabling the debtor to overdraw on current account

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

C. HOARE & CO.
37 FLEET STREET
LONDON Postcode EC4P 4DQ

Presentor's name, address and reference (if any):
Field Fisher Waterhouse
41 Vine Street,
London EC3N 2AA

1/2

MEC/PBH

Time critical reference

For official use Mortgage section Post room RECEIVED 4 DEC 1992 04 DEC 1992 12

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

1. The freehold land being land and buildings on the North-west side of Bradfield Road, Owlerton, Sheffield District in the county of South Yorkshire known as Wynnstay House, 148 Bradfield Road, aforesaid as the same is registered at H.M. Land Registry with Title Absolute under Title Number SYK244931 with all buildings and erections thereon 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.
2. The beneficial interest of the Mortgagor therein and in the proceeds of sale thereof and in the rents and profits until sale.

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

Particulars as to commission allowance or discount (note 3)

Signed Field Fisher Waterhouse

Date 1st December 1992

On behalf of [company] [mortgagor/chargor]*

*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.

Page 2



The Solicitors' Law Stationery Society plc, Paulton House, 8 Shepherdess Walk, London N1 7LB

1985 Edition
5.89 F8728
5010503

Companies M395

**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

0 0022473

Please complete
legibly, preferably
in black type, or
bold black 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]

9 4 568 1992
M 12

Please do not
write in this
margin

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

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 regulated agreement
after as well as before any judgment, and legal and other costs,
charges or expenses on a fully indemnity basis incurred by or payable
to the Bank in the event that the Mortgagor or any other person
defaults in the performance of his obligations under such regulated
agreement or the Mortgagor defaults in the performance of such of his
obligations under this Legal Charge as are referable to the security
for any such regulated agreement

"excluded indebtedness" means all moneys and liabilities from time to
time owing or incurred by or for which the Mortgagor 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 the preceding sub-paragraph of this clause

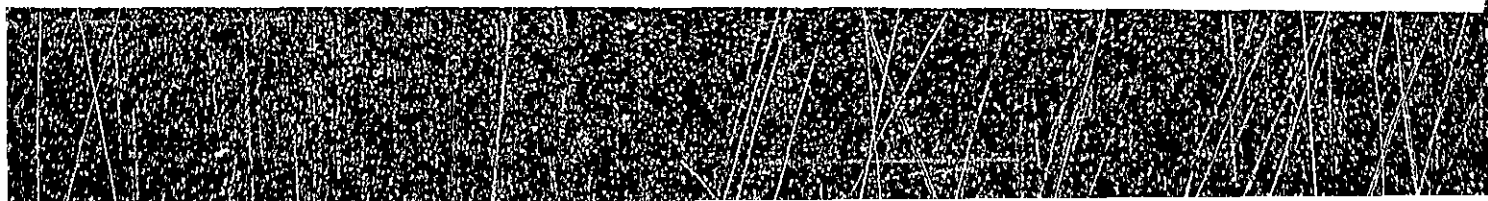
"unregulated indebtedness" means all moneys and liabilities other than
regulated and excluded indebtedness now or henceforth owing or
incurred by the Mortgagor (whether alone or with another or others)
to the Bank on any account or in any manner whatsoever and whether
actually or contingently and whether as principal or surety, including
and together with interest as hereinafter mentioned in Clause 2 of the
Legal Charge, commission, banking charges and legal and all other
costs, charges and expenses on a full indemnity basis.

Please do not
write in this
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

--



Short particulars of all the property mortgaged or charged (continued)

Please do not
write in this
margin

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

[Empty rectangular box for entering short particulars of property mortgaged or charged]

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 23rd NOVEMBER 1992
and created by WYNNSTAY PROPERTIES PUBLIC LIMITED COMPANY

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to C. HOARE & CO.

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 4th DECEMBER 1992

Given under my hand at the Companies Registration Office,

Cardiff the 10th DECEMBER 1992

No. 22473

A handwritten signature in black ink that reads 'Fiona M. Sangster'.

FIONA M. SANGSTER

an authorised officer

C.69a

POST OFFICE
10/12

HC021B