

Short particulars of all the property mortgaged or charged

See attached Schedule

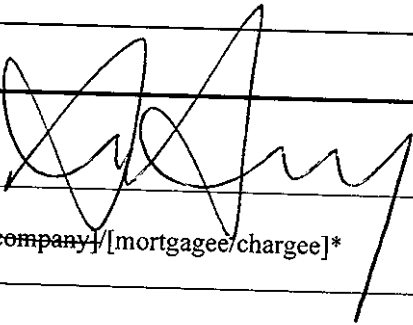
Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed



Date

22nd JANUARY 1999

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 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.
- 5 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF4 3UZ.

Short particulars of all the property mortgaged or charged.

- (1) A charge by way of legal mortgage in relation to each part of the property (including the Chargor's rights under each chargor-lease and sub-lease) but excluding from that charge each part of the Chargor's stock-in-trade.
- (2) By way of absolute assignment each part of the property and all proceeds and each of the Chargor's rights in relation to each part of each chargor-lease and sub-lease, in each case to the extent that such asset is not effectively charged by way of legal mortgage under paragraph 1 but excluding from that assignment each part of the Chargor's stock-in-trade.
- (3) A fixed charge in relation to each part of:
 - each ancillary asset and all proceeds;
 - each other asset comprised in or forming part of the Chargor's business;
 - each other asset referred to in paragraphs 1 and/or 2 above,

in the case to the extent that such asset is not effectively charged by way of legal mortgage under paragraph 1 above or assigned under paragraphs 1 and/or 2 above but excluding from that fixed charge each part of the Chargor's stock-in-trade.

- (4) A floating charge in relation to all of the Chargor's assets of whatever nature, whether existing now or at any time in the future and wherever arising or situated (including each part of the Chargor's stock-in-trade) but excluding each asset charged or assigned under paragraphs 1, 2 and/or 3 above to the extent that such floating charge is inconsistent with or would otherwise adversely affect the effectiveness of the charge or assignment of that asset under those paragraphs.

In this Form 395, the following terms have the following meanings:

"security assets" means and includes all of the Chargor's assets charged or assigned to TSB by or pursuant to any term of the Security Deed.

"main security assets" means each security asset excluding each asset that is a security asset solely as a result of being subject to the floating charge in favour of TSB referred to in paragraph (4) above.

"property" means each part of:

- each immovable asset referred to in the Security Deed and each of the Chargor's rights in relation to other immovable assets, in each case whether or not freehold or leasehold and including each building, other structure, fixture and fixed plant and machinery forming part of, or on any part of, that asset, and
- each of the Chargor's rights in relation to moveable assets (including plant, machinery, computers, vehicles, implements, utensils, furniture, fittings and equipment) whether or not placed on or used in or about any part of any such immovable asset and/or used in connection with or held for the purposes of the Chargor's business.

"chargor-lease" means each part of each lease, tenancy, licence or similar arrangement referred to in Schedule 1 to the Security Deed and each other lease, tenancy, licence or similar arrangement, in each case under which the Chargor is (actually or purportedly) authorised by any person to possess, occupy and/or use any part of any asset belonging to that or any other person.

"head-lease" means each part of each lease, tenancy, licence or similar arrangement through which the lessor under any chargor-lease directly or indirectly derives the right to possess, occupy and/or use any part of any main security asset from the owner (legal and/or beneficial) of that part of the main security assets whether or not such lessor is a party to such lease, tenancy, licence, licence or similar arrangement.

"sub-lease" means each part of each lease, tenancy, licence or similar arrangement described or referred to in Schedule 1 to the Security Deed and each other lease, tenancy, licence or similar arrangement, in each case which is not a head-lease or chargor-lease and by virtue of which any person (other than the Chargor) has (actually or purportedly) the right to possess, occupy and/or use any part of any security asset.

"Chargor's business" means each part of the activities or business (including goodwill relating to them or it) carried on by the Chargor now or in the future in any capacity (including jointly and/or in association with any other person) whether or not such activities or business are carried out on a non-profit-making and/or charitable basis.

"Chargor's stock-in-trade" means each part of the Chargor's tangible moveable stock-in-trade and work-in-progress in relation to and for the purposes of the Chargor's business.

"ancillary assets" means each of the Chargor's rights in relation to each part of each asset (including any intellectual property right, cash, debt, bank or other account, credit balance, contract of insurance, licence, consent, permission and agreement but excluding each property, chargor-lease, head-lease and sub-lease), in each case which is at any time and to any extent used or maintained for the purpose of or in connection with any part of any property, chargor-lease, head-lease, sub-lease or the Chargor's business.

"proceeds" means each part of each kind of payment (whether or not involving money) tendered to and/or paid to and/or received by and/or held in relation to any part of any main security asset, on or after the date that the Chargor signs the Security Deed, wherever arising, tendered, paid, received and/or held (including in any bank account) and in any circumstances (including receipt of a deposit or by way of reimbursement or return of sums which were not or have ceased to be payable and/or due).

"contract of insurance" includes any contract or policy of insurance or assurance including each endorsement to such contract or policy at any time and all rights and advantages (including bonuses, additions and profits) accruing or arising in respect of or incidental to such contract or policy at any time.

"insurance policy" means each contract of insurance maintained by the Chargor (whether solely or jointly with any other person) or under which the Chargor has an insurable interest or under which the Chargor is a beneficiary, in each case which insures any part of the main security assets or which insures any risk which the Chargor is obliged to insure under the Security Deed.

"insurance proceeds" means the proceeds in respect of any insurance policy.

In this Form 395, references to the **"Chargor"** include each chargor identified in the section of this Form 395 headed "Description of the instrument (if any) creating or evidencing the charge", if there is more than one such chargor, references to **"TSB"** include each chargee identified in the section of this Form 395 headed "Description of the instrument (if any) creating or evidencing the charge", if there is more than one such chargee and references to the **"Customer"** include each person identified as a customer on the front page of the Security Deed.

For the purpose of interpretation of the meanings ascribed above to certain terms Schedule 1 of the Security Deed is reproduced below.

SCHEDULE 1 - PROPERTY

Freehold/leasehold and description of property	Title Number and District/County/ London Borough	Relevant chargor and details of document (if appropriate)
40 FRIAR LANE LEICESTER	LEICESTERSHIRE : LEICESTER LT 178633	
40 FRIAR LANE LEICESTER	LEICESTERSHIRE : LEICESTER LT 60856	
32 MILLSTONE LANE AND 42 FRIAR LANE LEICESTER	LEICESTERSHIRE : LEICESTER LT 59320	

NOTES:

In the Security Deed, it is agreed as follows:

1. Each charge created and assignment made by the Chargor under the Security Deed:
 - is created or made by the Chargor with full title guarantee for the purpose of securing the full and punctual performance of each of the Chargor's obligations (including, in each case, obligations in relation to any current account and any further advances),
 - includes all the Chargor's rights in relation to the relevant assets, and
 - for the avoidance of doubt, excludes any right under a contract of insurance to the extent that any such assignment or charge of such right would otherwise affect the nature of or alter the insurable interest under that contract or the subsistence of that contract.
2. TSB may at any time after any part of the security created by the Security Deed becomes realisable, by notice in writing to the Chargor, convert any floating charge created by the Security Deed into a fixed charge as regards any security assets specified in such notice.

If without TSB's prior written consent any security comes into existence in relation to any part of the security assets that are subject to a floating charge under the Security Deed or if any person carries out, or attempts to carry out, any enforcement or process (including any distress, execution, taking of possession, forfeiture or sequestration) against any of such security assets, the floating charge over the affected security assets will automatically and instantly convert to, and have effect as, a fixed charge.
3. Except to the extent that TSB expressly agrees with the Chargor in writing to the contrary, the Chargor will ensure that all proceeds are paid directly to or transferred to an account (whether or not in the Chargor's name) specified by TSB (or any other secured party). The Chargor will immediately do everything necessary or that TSB considers appropriate (including issuing written instructions to lessees, occupiers, licensees and debtors) to ensure that the proceeds are paid directly to or transferred into that account. The operation of that account (including as to withdrawals and interest) will be on such terms as TSB considers appropriate. The Chargor agrees that nothing done under the Security Deed will make TSB a mortgagee in possession or deemed to be one.

The Chargor declares that all proceeds received or obtained by the Chargor or on the Chargor's behalf but which are not so paid or transferred into that account will be received and held by the Chargor on trust for TSB.
4. On TSB's request (but at the Chargor's expense) the Chargor will immediately do anything whatsoever (including execute and deliver documents, effect registrations and give notices) as TSB considers appropriate:
 - to perfect or improve any security created or intended to be created by or pursuant to the Security Deed, or
 - to facilitate the use, preservation, protection and/or realisation of any part of the main security assets, or
 - to exercise rights conferred upon TSB or any officer by or pursuant to the Security Deed,and each such document will be on such terms (including giving TSB an immediate power of sale without notice and an exclusion of the restrictions in s.93 and s.103 of the Law of Property Act 1925) as TSB considers appropriate.
5. Except to the extent that TSB permits otherwise by means of a prior written consent and except as provided in the Security Deed, the Chargor:
 - will not create or attempt to create any security in favour of any person (other than TSB or any other secured party) in relation to any part of the main security assets other than a lien which arises in the ordinary course of the Chargor's business and which secures amounts not more than 30 days overdue or, if overdue for longer, is being contested in good faith,
 - will not enter into any onerous or restrictive obligations affecting any part of the main security assets and not create any overriding interest or any easement or right whatsoever in or over the property,
 - will ensure that no person (other than the Chargor) is or becomes registered under the Land Registration Acts 1925 to 1986 as proprietor of any part of the property at any time while the security created by the Security Deed is in effect in relation to that property,
 - will not sell, transfer, assign, exchange, abandon, surrender, allow forfeiture of, deal in, dispose of or part with or share possession or occupation of any part of the main security assets (or any right in any part) nor concur in or grant or accept options to do any of those things but the Chargor may, however, enter into any permitted receivables arrangement,
 - will not, other than by a permitted receivables arrangement, compound, release, exchange, set-off, discount, factor, grant time or indulgence in respect of, or otherwise deal with, any part of any debt or any part of the proceeds or do anything whereby the recovery of any part of any debt or any part of any proceeds may be impeded, delayed or prevented, otherwise than by getting in and realising the debt and proceeds in the ordinary and proper course of the Chargor's business (and for this purpose the realisation of debts by means of block discounting, factoring or any similar arrangement, other than a permitted receivables arrangement, will not be regarded as dealing in the ordinary and proper course of the Chargor's business), and
 - will not do or omit to do anything which TSB may consider could lessen the appropriateness or adequacy of any part of the main security assets as security for the Chargor's obligations or could adversely affect their marketability.

Particulars as to commission, allowance or discount

NIL.

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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 COMMERCIAL PROPERTY SECURITY DEED DATED THE 22nd JANUARY 1999 AND CREATED BY WINTERTHUR LIFE UK LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO TSB BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26th JANUARY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th JANUARY 1999.

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

D. PHILLIPS
for the Registrar of Companies



COMPANIES HOUSE

DH