

M

Particulars of a mortgage or charge

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

RN

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

To the Registrar of Companies

For official use Company number

52

19772

Name of company

* PROVIDENT LIFE ASSOCIATION LIMITED

*Insert full name of company

Date of creation of the charge

6th March 1995

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

LEGAL MORTGAGE

Amount secured by the mortgage or charge

The principle amount from time to time outstanding thereunder (the "Loan"), together with interest on the Loan to the date of payment in full thereof at such rate, or rates specified in respect of the Loan in the Loan Agreement, and commission and other banking charges and legal and other costs, charges and expenses (on a full and unqualified indemnity basis including, without limitation, costs incurred or suffered by the Bank in connection with an application under Section 15 of the Insolvency Act 1986) incurred by the Bank in relation to the Loan or this mortgage or in enforcing the security hereby created and secured by way of Legal Mortgage under Clause 3 thereof shall not exceed the net proceeds of sale of the mortgaged property from time to time

*E... The Co
T... The loan
Agreement
dated 9/2/95*

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

Lloyds Bank Plc, Bristol Regional Securities Centre,
PO Box 853 City Business Park, Easton Road, Bristol
Postcode BS39 3HZ

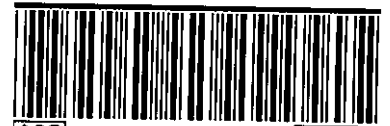
Presentor's name, address and reference (if any):

J. W. WARD
37 Boulevard
Weston-Super-Mare

For official use Mortgage section

REGISTERED
14 MAR 1995

Post room



608 *AYZNU90L* 384
COMPANIES HOUSE 14/03/95

Time critical reference

Short particulars of all the property mortgaged or charged

- (A) By way of Legal Mortgage the freehold property known as or being 3 Boulevard Weston-super-Mare Avon including the entirety of the property comprised in Title Numbers AV 221721 and AV 124508 which titles are to be merged in Title Number AV 221721 TOGETHER WITH all buildings and fixtures thereon
- (B) By way of floating charge all moveable plant, machinery, implements, utensils, furniture, goods and equipment now or from time to time placed on or used in or about the above property
- (C) By way of assignment the goodwill of the business (if any) carried on by the Company at the above premises

SEE RIDER A ON CONTINUATION PAGE

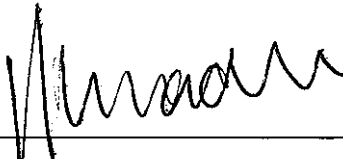
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Please complete legibly, preferably in black type or bold block lettering

Particulars as to commission allowance or discount (note 3)

[Empty box for commission allowance or discount]

Signed



Date

10th March 1995

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.

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

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Continuation sheet No. _____
to Forms Nos 395 and 410 (Scot)

Company number

19772

Please complete
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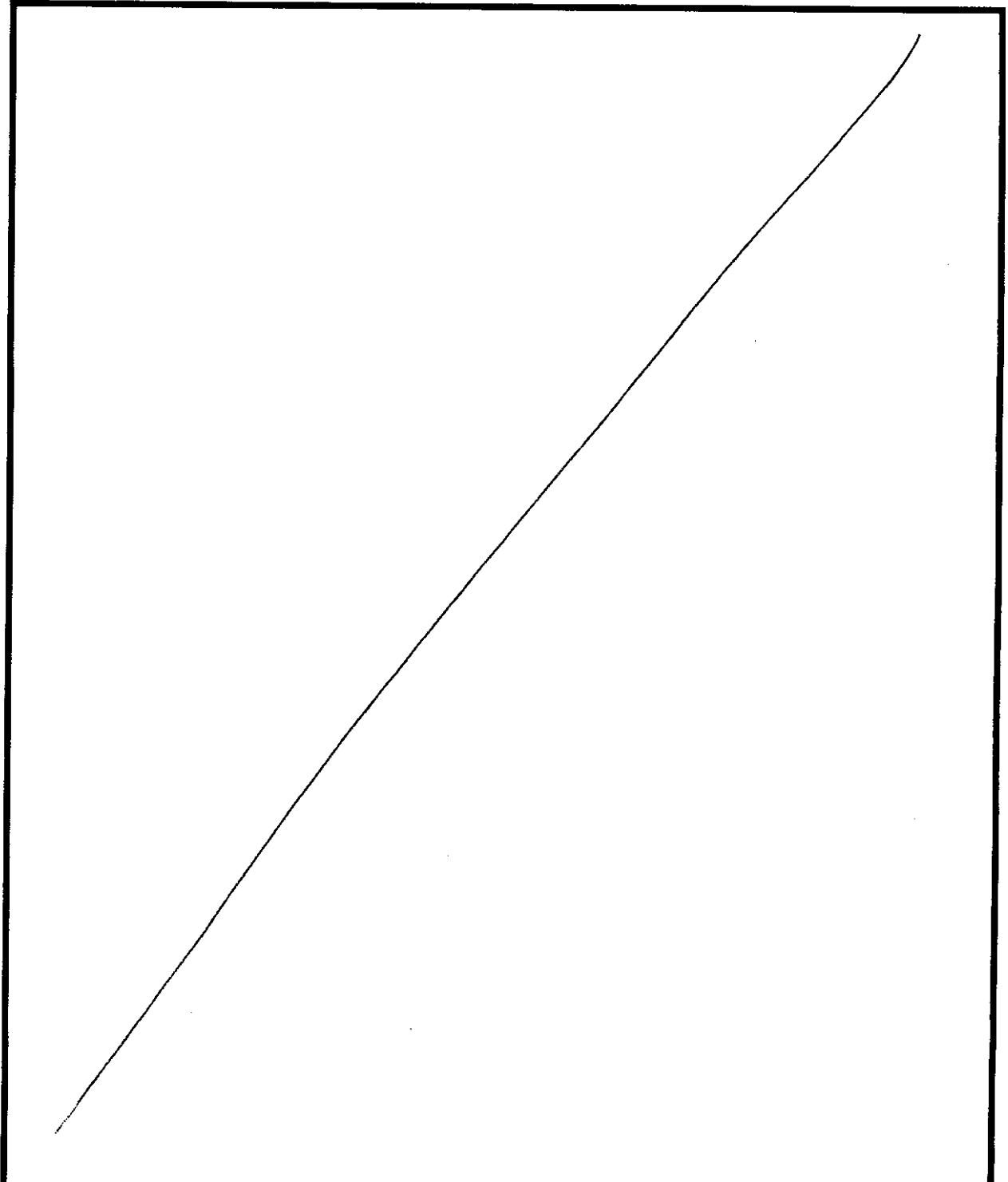
Name of company

Provident Life Association

Limited*

*Delete if
inappropriate

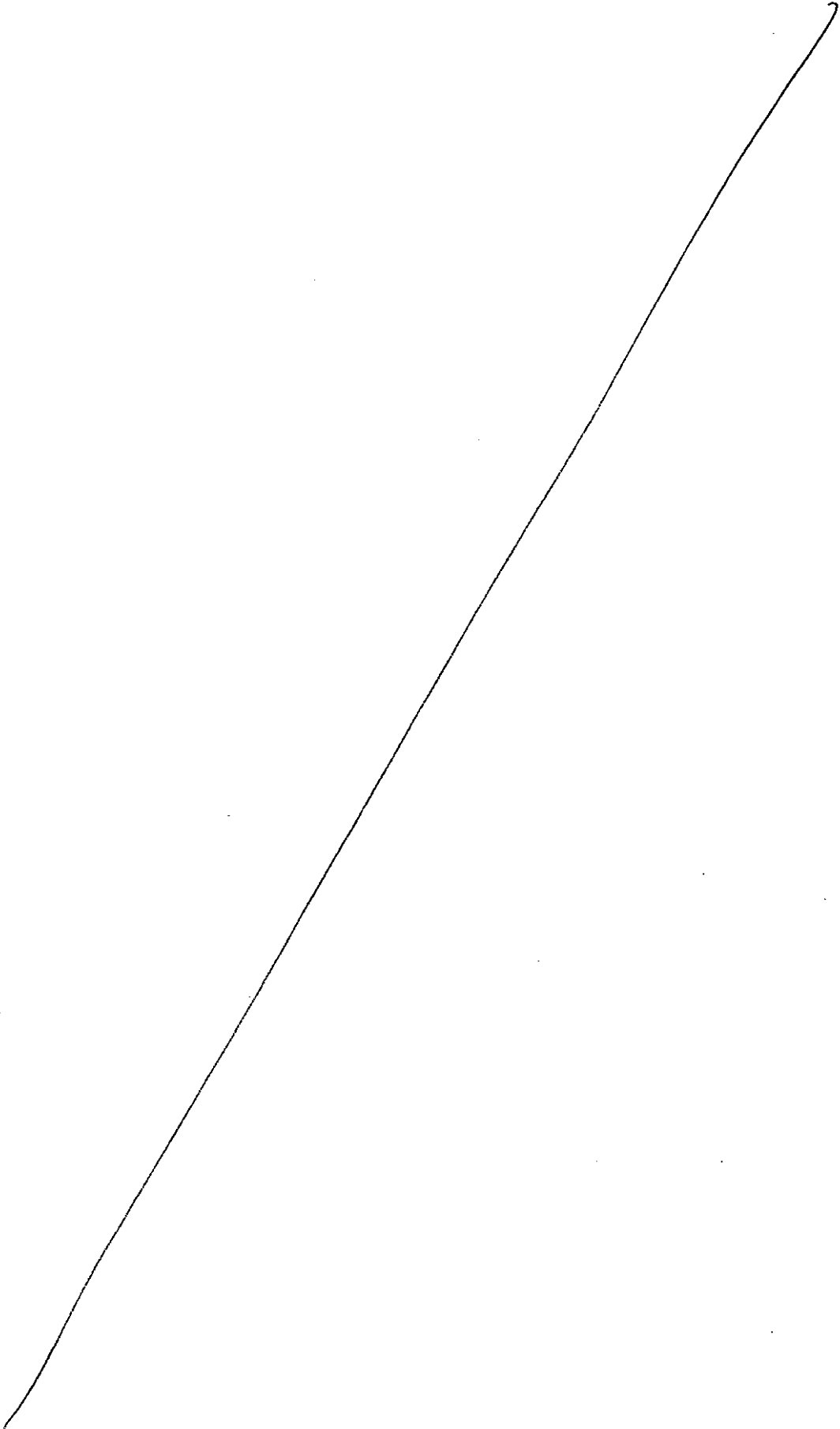
Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)



Amount due or owing on the mortgage or charge (continued)

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RIDER A

- (D) By way of assignment the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the mortgaged premises
- (E) By way of fixed charge such share or shares in any residents or management company connected with the mortgaged premises and all rights, benefits and advantages at any time arising in respect of the same
- (F) By way of assignment the right to receive and the full benefit of all rentals payable to the Company by any tenant (present or future) of the mortgaged premises

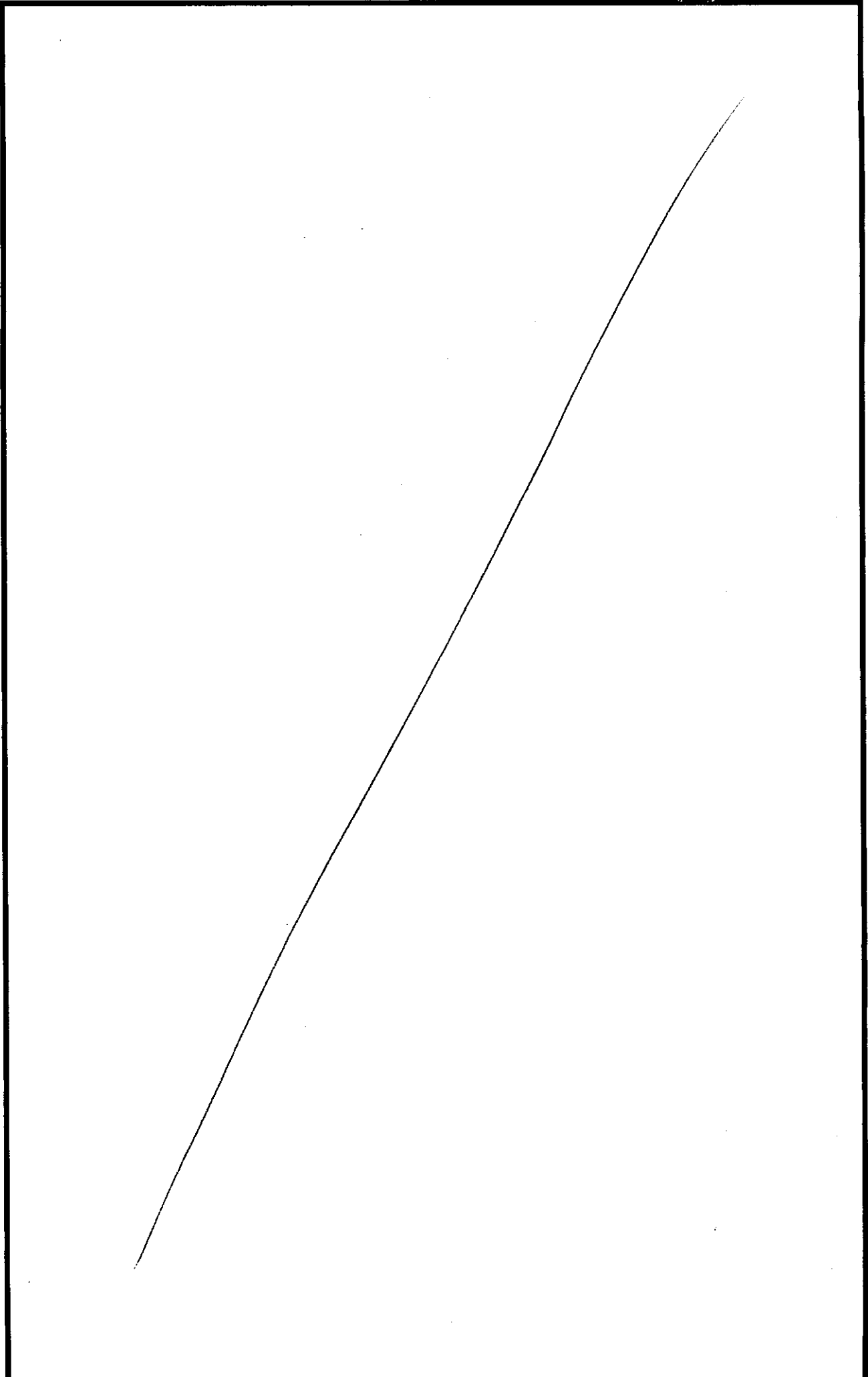
NB The Company is not permitted without the written consent of the Bank to create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever (other than the prior mortgages referred to in the legal charge) over all or part of the assets, rights and properties thereby mortgaged, charged or assigned to the Bank

Please complete
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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



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 6th MARCH 1995 AND CREATED BY PROVIDENT LIFE ASSOCIATION LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS BANK PLC UNDER THE TERMS OF THE LOAN AGREEMENT DATED 9 FEBRUARY 1995 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th MARCH 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th MARCH 1995.

A handwritten signature in cursive script, appearing to read 'R. M. Groves'.

R. M. GROVES

for the Registrar of Companies



COMPANIES HOUSE

HC026B

Post
16/3/95

N.B. Searchers may find it desirable to refer to the mortgage documents microfiche for more detailed particulars

00019772

REGISTER of Charges, Memoranda of PROVIDENT LIFE ASSOCIATION LIMITED

(1) Date of Registration	(2) Serial No. of Document on file	(3) Date of Creation of each Charge and Description of it	(4) Date of the acquisition of the Property	(5) Amount secured by the Charge £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
CHARGE: 52 14/03/1995		6/ 3/95 LEGAL MORTGAGE		ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE CHARGEES UNDER THE TERMS OF THE LOAN AGREEMENT DATED 9 FEBRUARY 1995	F/H PROPERTY K/A 3 BOULEVARD WESTON-SUPER-MARE AVON T/N AV 221721 TOGETHER WITH ALL BUILDINGS AND FIXTURES FLOATING CHARGE OVER ALL MOVEABLE PLANT MACHINERY IMPLEMENTS UTENSILS FURNITURE AND EQUIPMENTSEE CHARGE PARTICULARS FORM FOR DETAILS	LLOYDS BANK PLC

