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in black type, or
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*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

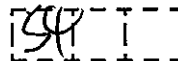
395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



02678686

Name of company

* NOBLE HOUSE HOLDINGS LIMITED ("the Mortgagor")

Date of creation of the charge

31 JULY 1998

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

Legal Charge

Amount secured by the mortgage or charge

By Clause 1, this Deed embodies the Birmingham Midshires Building Society Commercial Mortgage Conditions 1994 ("BMCMC") and the Rules for the time being of the Society copies of each of which the Mortgagor acknowledges receipt.

By Clause 2.1, all monies from time to time owing or payable to the Society howsoever and whatsoever whether actually or contingently upon any account in respect of the Whole Debt or otherwise and this Legal Charge shall be security for any further advances made by the Society to the Mortgagor on any account.

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

Birmingham Midshires Building Society ("the Society")
Principal Office, Pendeford Business Park, Wobaston Road,
Wolverhampton, WV9 5HZ

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

EDGE & ELLISON
RUTLAND HOUSE
148 EDMUND STREET
BIRMINGHAM B3 2JR

22/AS/ISW/2174-17

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

By Clause 2.1, the Mortgagor with full title guarantee charges to the Society the Property (the freehold property known as 14-22 (even numbers) Coleman Fields and 26a Paul's Street, Islington which is registered at HM Land Registry under Title Number LN 73000) together with all buildings erections fixtures fittings and fixed to or plant machinery for the time being thereon or to be erected thereon of fixed to or incorporated in all buildings erected or to be erected on the Property and all improvements and additions thereto by way of Legal Mortgage.

By Clause 2.2, the Mortgagor with full title guarantee charges by way of floating charge all of its property and assets present and future as a continuing security for the payment to the Society of the Whole Debt.

By Clause 3, the Mortgagor covenants with the Society to observe and perform the obligations and covenants of the Mortgagor as set out in BMCMC and to observe the Rules of the Society so far as they are not inconsistent with or varied by the BMCMC or this Mortgage.

Continued on Continuation Sheet No 1

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Particulars as to commission allowance or discount (note 3)

Signed

Edge & Co.

Date 5 August 1998

On behalf of ~~[company]~~ [mortgagee/charged] †

† delete as
appropriate

- 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 1
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

02678686

Name of Company

Noble House Holdings Limited

Limited*

* delete if
inappropriate

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

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

Please complete
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By Clause 4, the Mortgagor with full title guarantee assigns to the Society the goodwill of the business carried on upon the Property ("the Business") subject to redemption upon payment of the Whole Debt.

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By Clause 5, the Mortgagor assigns to the Society the full benefit of all licences held in connection with the Business and also full right to recover and receive all compensation which may at any time become payable to the Mortgagor by virtue of the Licensing Act 1964 on account of non-renewal of any of the said licences under the provisions of the Licensing Act 1964 and the full benefit of all other licences or certificates held in connection with the Business and all compensation which may become payable in respect thereof or the non-renewal thereof subject to redemption upon payment of the Whole Debt.

By Clause 8 the Mortgagor and the Society apply to HM Land Registry for a registration to be entered on the register of the title to the Property in the following form or in such form as the Society and the registrar may agree: "except under an order of the registrar no disposition or deeding by the proprietor of the land is to be registered without the consent of the Birmingham Midshires Building Society or the proprietor for the time being of charge number (as appropriate)."

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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. 02678686

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 31st JULY 1998 AND CREATED BY NOBLE HOUSE HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BIRMINGHAM MIDSHIRES BUILDING SOCIETY ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th AUGUST 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th AUGUST 1998.

A handwritten signature in dark ink, appearing to read 'R. N. Owens'.

RICHARD NEIL OWENS

for the Registrar of Companies

A handwritten signature and the date '10/8' in dark ink.



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