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COMPANIES FORM No. 395

Particulars of a charge

395

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Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

[127] [18]

1410382

Name of company

* IKEFIELD LIMITED

* insert full name
of company

Date of creation of the charge

4th June 1996

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

Legal Charge

Amount secured by the charge

All the Borrowers present and future actual and contingent indebtedness to the Society on any account whatever held by the Borrower with the Society whether solely or jointly with any other person or persons (notwithstanding that there may from time to time be a credit or nil balance on any such account) and all the Borrowers other liabilities whatever to the Society Together With interest and any other costs charges and legal expenses (on a full Indemnity basis) Charged or incurred by the Society and including those arising from the Society in perfecting protecting or enforcing or attempting to enforce or protect this Charge or any other Security (and its rights thereunder) held by the Society from time to time

Continued on page 4

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

Nationwide Building Society

Nationwide House Pipers Way

Swindon

Postcode SN38 1NW

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

FRANKS CHARLESLY & CO.
HULTON HOUSE
161-166 FLEET STREET
LONDON EC4A 2DY

For official Use
Mortgage Section

Post room

Time critical reference



Short particulars of all the property charged

ALL THAT freehold land and premises known as 16 and 18 St. John's Street Coleford in the District of Forest of Dean in the County of Gloucester registered at H.M. Land Registry with Absolute Title under Title No. GR 108221 Together with all buildings trade and other fixtures fixed plant and machinery from time to time on the property.

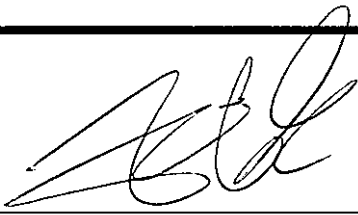
The Borrower will not during the subsistence of the Charge:-

- (a) Without the prior consent in writing of the Society change or permit or suffer to be changed the present use of the Mortgaged property. In the event that the Borrower fails to keep the Mortgaged property in good repair the Society may enter the Mortgaged property for the purpose of carrying out any works repairs or re-building and shall not in doing so be treated as a Mortgagee in possession

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)

Signed 

Date 17th June 1996

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.

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binding margin

Particulars of a charge (continued)

Continuation sheet No _____
to Form No 395 and 410 (Scot)

Company number

1410382

Please complete
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bold block lettering

Name of company

IKEFIELD LIMITED

Limited*

*delete if
inappropriate

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

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Names and addresses of the persons entitled to the charge (continued)

- (b) Do permit or suffer to be done in or upon the Mortgaged property any waste spoil or destruction and not make permit or suffer to be made any alteration or additions to the Mortgaged property without the prior consent in writing of the Society in the event of the Society giving Consent to commence and proceed with the works the Borrower shall without delay carry out those works to the Society's satisfaction in accordance and within the provisions and conditions of the consent the Borrower shall not sever un-fix or remove any of the fixtures or plant machinery on the Mortgaged property except for the purposes of effecting any necessary repairs or of replacing the same with new and improved models
- (c) Create any Mortgage Charge Lien Easement or any other incumbrance upon the Mortgaged property or any part of it and shall not convey Assign or Transfer the whole or declare a Trust in respect of any part of the Mortgaged property without the consent of the Society
- (d) Do permit or suffer to be done anything which may in anyway depreciate jeopardize or otherwise prejudice the value of this security
- (e) Without the consent of the Society elect to waive exemption under paragraph 2-4 of Schedule 6 (A) to the Value Added Tax Act of 1983 (amended as by the Finance Act 1989) in respect of any supply made in relation to the Mortgaged property or any part of it or any other building Parade Precinct or complex or any other continuous Agrecultural Land (including the buildings on such land) in which the Borrower has a right or Licence to Occupy within the meaning od paragraph 3 (2) of Scedule 6 (A) to the Value Added Tax Act 1983 (as amended by the Finance Act 1989) which could give rise to a deemed election in relation to a Mortgaged property.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01410382

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 4th JUNE 1996 AND CREATED BY IKEFIELD LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONWIDE BUILDING SOCIETY ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th JUNE 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st JUNE 1996.

A handwritten signature in dark ink, appearing to read 'D. Jenkins'.

D. JENKINS

for the Registrar of Companies

DSM
21-6



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

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