



COMPANIES FORM No. 395  
**Particulars of a charge**

**395**

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

M487C

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

To the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

h

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

2693490

Name of company

\* **TREEN DEVELOPMENTS LIMITED** (the "Chargor")

\* insert full name  
of company

Date of creation of the charge

**5th April 1993**

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

**Deed of Assignment of Construction Fund Account (the "Assignment Deed")**

Amount secured by the charge

All moneys, obligations and liabilities (whether actual or contingent, present or future) from time to time due owing or incurred by the Chargor to the Chargee under certain clauses of the Sale and Building Deed dated 5th April 1993 between the Chargor, the Chargee and Terrace Hill Group plc in relation to Unit 3 Faraday Close, Treen Park, Wellingborough ("the Liabilities").

6A  
A  
B... The Co to  
under certain clauses of the Sale and  
Building Deed dated 5/4/93

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

**Patricia Lewis and Muriel Dyer of 207 Clevedon Road Twickenham Clevedon Avon  
BS21 6RX (the "Chargee")**

Postcode

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

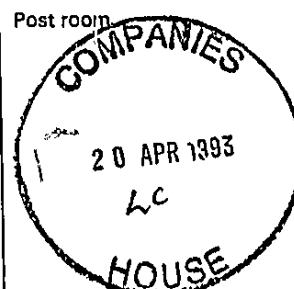
**D J Freeman  
43 Fetter Lane  
London EC4A 1NA  
Ref: MXR/EMP/88146  
ID: C12428**

Time critical reference

For official Use  
Mortgage Section

**REGISTERED**  
**20 APR 1993**

Post room



Short particulars of all the property charged

By way of security for the Liabilities, the Chargor as beneficial owner assigns to the Chargee all of the Chargor's right, title and interest in and to the Account and the Account Moneys, subject only to the provision for reassignment contained in Clause 2.2 of the Assignment Deed and the Chargee shall apply the same in accordance with the Deed of Priority.

Please do not  
write in  
this margin

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

NB(1)

The Assignment Deed contains provisions that:

(1) unless and until there is effected any reassignment to the Chargor, the Chargor confirms and agrees that:

(a) notwithstanding any term (express or implied) to which the Account is subject, the Chargor will not, except where permitted by the Chargee pursuant to the instructions to the Account Bank mentioned in the Assignment Deed:

(continued on continuation sheet)

Particulars as to commission allowance or discount (note 3)

Signed

D J Freeman



Date

19th April 1993

On behalf of ~~[company]~~ [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.
- 5 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a charge  
(continued)**

Please do not  
write in this  
binding margin

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company number

2693490

Name of company

TREEN DEVELOPMENTS LIMITED (the "Chargor")

Limited\*

\*delete if  
inappropriate

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

Amount due or owing on the charge (continued)

Please do not  
write in this  
binding margin

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

Please do not  
write in this  
binding margin

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

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

- (i) withdraw, or attempt or purport to withdraw, any of the Account Moneys;
- (ii) give any orders for payment or give any instructions to the Account Bank with respect to the Account;
- (b) the Chargor will not assign, transfer, charge or otherwise dispose of, deal with or encumber any or all of the Account Moneys or its right, title or interest to the Account Moneys or agree or attempt to do so.

NB(2): The following words specified herein have the following meanings:

"Account Bank" means the head office of the Bank of Wales PLC, Kingsway, Cardiff CF1 4YB

"Account" means the deposit account number 01229 92462019 with the Account Bank (sort code 12-23-00) and includes any sub-account, any re-designation of that account and any account substituted for that account.

"Account Moneys" means the sum of £581,046.00, which the Chargor has deposited or is to deposit to the credit of the Account and including the debts represented by all other sums which are from time to time standing to the credit of the Account and whether in the same or any other currency and whether in addition to or by way of renewal of or replacement for any sums previously deposited in the Account by the Chargor or otherwise, together with all interest accruing from time to time in respect of them.

"Deed of Priority" means the Deed dated 5 April 1993 made between John A Mutimer, Patricia Lewis and Muriel Dyer, Martin H S Brand and David A Steene (1) Treen Developments Limited (2) the Governor and Company of the Bank of Scotland (3).

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 5th APRIL 1993  
and created by TREEN DEVELOPMENTS LIMITED

for securing all moneys due or to become due from the Company to PATRICIA  
LEWIS AND MURIEL DYER UNDER CERTAIN CLAUSES OF THE SALE AND BUILDING DEED  
DATED 5th APRIL 1993 .

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 20th APRIL 1993

Given under my hand at the Companies Registration Office,  
Cardiff the 23rd APRIL 1993

No. 2693490

*P. Jones*  
P. JONES

an authorised officer

C.69

Post

23.4.93

M

COMPANIES FORM No. 395

Particulars of a charge

395

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

mk88c

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

To the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

by

[2]

2693490

Name of company

\* TREEN DEVELOPMENTS LIMITED (the "Chargor")

\* insert full name  
of company

Date of creation of the charge

5th April 1993

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

Deed of Assignment of Construction Fund Account (the "Assignment Deed")

Amount secured by the charge

All moneys, obligations and liabilities (whether actual or contingent, present or future) from time to time due owing or incurred by the Chargor to the Chargee under certain clauses of the Sale and Building Deed dated 5th April 1993 between the Chargor, the Chargee and Terrace Hill Group plc in relation to Unit 1 Faraday Close, Treen Park, Wellingborough ("the Liabilities").

67

A

E - The Chargee

under certain

Building Deed

dated 5/4/93.

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

John Arnold Mutimer of Castleton Clifford Hertfordshire HR3 5HA (the "Chargee")

Postcode

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

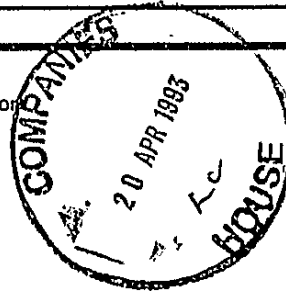
D J Freeman  
43 Fetter Lane  
London EC4A 1NA  
Ref: MXR/EMP/88146  
ID: C12192

For official Use  
Mortgage Section

Post room

REGISTERED

20 APR 1993



Time critical reference



Short particulars of all the property charged

By way of security for the Liabilities, the Chargor as beneficial owner assigns to the Chargee all of the Chargor's right, title and interest in and to the Account and the Account Moneys, subject only to the provision for reassignment contained in Clause 2.2 of the Assignment Deed and the Chargee shall apply the same in accordance with the Deed of Priority.

NB(1)

The Assignment Deed contains provisions that:

(1) unless and until there is effected any reassignment to the Chargor, the Chargor confirms and agrees that:

(a) notwithstanding any term (express or implied) to which the Account is subject, the Chargor will not, except where permitted by the Chargee pursuant to the instructions to the Account Bank mentioned in the Assignment Deed:

(continued on continuation sheet)

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

D J Freeman



Date

19th April 1993

On behalf of [company][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.
- 5 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

Please do not  
write in this  
binding margin

**Particulars of a charge  
(continued)**

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company number

2693490

Name of company

TREEN DEVELOPMENTS LIMITED (the "Chargor")

Limited\*

\*delete if  
inappropriate

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

Amount due or owing on the charge (continued)

Please do not  
write in this  
binding margin

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

Please do not  
write in this  
binding margin

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

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

- (i) withdraw, or attempt or purport to withdraw, any of the Account Moneys;
- (ii) give any orders for payment or give any instructions to the Account Bank with respect to the Account;
- (b) the Chargor will not assign, transfer, charge or otherwise dispose of, deal with or encumber any or all of the Account Moneys or its right, title or interest to the Account Moneys or agree or attempt to do so.

NB(2): The following words specified herein have the following meanings:

"Account Bank" means the head office of the Bank of Wales PLC, Kingsway, Cardiff CF1 4YB

"Account" means the deposit account number 01229 92462019 with the Account Bank (sort code 12-23-00) and includes any sub-account, any re-designation of that account and any account substituted for that account.

"Account Moneys" means the sum of £581,046.00, which the Chargor has deposited or is to deposit to the credit of the Account and including the debts represented by all other sums which are from time to time standing to the credit of the Account and whether in the same or any other currency and whether in addition to or by way of renewal of or replacement for any sums previously deposited in the Account by the Chargor or otherwise, together with all interest accruing from time to time in respect of them.

"Deed of Priority" means the Deed dated 5 April 1993 made between John A Mutimer, Patricia Lewis and Muriel Dyer, Martin H S Brand and David A Steene (1) Treen Developments Limited (2) the Governor and Company of the Bank of Scotland (3).

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 5th APRIL 1993  
and created by TREEN DEVELOPMENTS LIMITED

for securing all moneys due or to become due from the Company to JOHN  
ARNOLD MUTIMER UNDER CERTAIN CLAUSES OF THE SALE AND BUILDING DEED DATED  
5th APRIL 1993

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 20th APRIL 1993

Given under my hand at the Companies Registration Office,  
Cardiff the 23rd APRIL 1993

No. 2693490

*P. Jones*

P. JONES

an authorised officer

C.69

Post  
23-4  
"



COMPANIES FORM No. 395  
**Particulars of a charge**

**395**

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

M436C

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

\* insert full name  
of company

To the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

3114

2693490

Name of company

\* **TREEN DEVELOPMENTS LIMITED** (the "Chargor")

Date of creation of the charge

5th April 1993

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

Deed of Assignment of Construction Fund Account (the "Assignment Deed")

Amount secured by the charge

All moneys, obligations and liabilities (whether actual or contingent, present or future) from time to time due owing or incurred by the Chargor to the Chargee under certain clauses of the Sale and Building Deed dated 5th April 1993 between the Chargor, the Chargee and Terrace Hill Group plc in relation to Units 5,8 and 9 Faraday Close, Treen Park, Wellingborough ("the Liabilities").

LA  
A  
E... The Co to  
under certain clauses of the Sale and  
Building Deed dated 5/4/93.

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

M.H.S. Brand of "North Mount" Mount Park Road Harrow Middlesex HA1 3JS and  
David A. Steene of 6 Links Drive Elstree Herts WD6 3PS (the "Chargee")

Postcode

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

D J Freeman  
43 Fetter Lane  
London EC4A 1NA  
Ref: MXR/EMP/88146  
ID: C12430

Time critical reference

For official Use  
Mortgage Section

REGISTERED

20 APR 1993

Post room



Short particulars of all the property charged

By way of security for the Liabilities, the Chargor as beneficial owner assigns to the Chargee all of the Chargor's right, title and interest in and to the Account and the Account Moneys, subject only to the provision for reassignment contained in Clause 2.2 of the Assignment Deed and the Chargee shall apply the same in accordance with the Deed of Priority.

Please do not write in this margin

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

NB(1)

The Assignment Deed contains provisions that:

(1) unless and until there is effected any reassignment to the Chargor, the Chargor confirms and agrees that:

(a) notwithstanding any term (express or implied) to which the Account is subject, the Chargor will not, except where permitted by the Chargee pursuant to the instructions to the Account Bank mentioned in the Assignment Deed:

(continued on continuation sheet)

Particulars as to commission allowance or discount (note 3)

Signed

D J Freeman

Date

19th April 1993

On behalf of [company][chargee]†

† delete as appropriate

**Notes**

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



Please do not  
write in this  
binding margin

**Particulars of a charge  
(continued)**

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company number

2693490

\*delete if  
inappropriate

Name of company

TREEN DEVELOPMENTS LIMITED (the "Chargor")

Limited\*

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

Amount due or owing on the charge (continued)

Please do not  
write in this  
binding margin

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

Please do not  
write in this  
binding margin

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

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

- (i) withdraw, or attempt or purport to withdraw, any of the Account Moneys;
  - (ii) give any orders for payment or give any instructions to the Account Bank with respect to the Account;
- (b) the Chargor will not assign, transfer, charge or otherwise dispose of, deal with or encumber any or all of the Account Moneys or its right, title or interest to the Account Moneys or agree or attempt to do so.

NB(2): The following words specified herein have the following meanings:

"Account Bank" means the head office of the Bank of Wales PLC, Kingsway, Cardiff CF1 4YB

"Account" means the deposit account number 01229 92462019 with the Account Bank (sort code 12-23-00) and includes any sub-account, any re-designation of that account and any account substituted for that account.

"Account Moneys" means the sum of £581,046.00, which the Chargor has deposited or is to deposit to the credit of the Account and including the debts represented by all other sums which are from time to time standing to the credit of the Account and whether in the same or any other currency and whether in addition to or by way of renewal of or replacement for any sums previously deposited in the Account by the Chargor or otherwise, together with all interest accruing from time to time in respect of them.

"Deed of Priority" means the Deed dated 5 April 1993 made between John A Mutimer, Patricia Lewis and Muriel Dyer, Martin H S Brand and David A Steene (1) Treen Developments Limited (2) the Governor and Company of the Bank of Scotland (3).

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 5th APRIL 1993  
and created by TREEN DEVELOPMENTS LIMITED

for securing all moneys due or to become due from the Company to M. H. S.  
BRAND AND DAVID A. STEENE UNDER CERTAIN CLAUSES OF THE SALE AND BUILDING  
DEED DATED 5th APRIL 1993

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 20th APRIL 1993

Given under my hand at the Companies Registration Office,  
Cardiff the 23rd APRIL 1993

No. 2693490

*P. Jones*

P. JONES

an authorised officer

C.69

Post  
23.4  
HL.

COMPANIES FORM No. 395  
Particulars of a mortgage or charge

30/7

Please do not  
write in  
this margin

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

Name of company

M 392c

2693490 (4) 6

\* Treen Developments Limited ("the Chargor")

Date of creation of the charge

22 July 1993

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

Fixed and Floating Charge ("the Charge")

Amount secured by the mortgage or charge

All monies and liabilities which now are or may at any time or times hereafter be due, owing or incurred by the Chargor to the Bank (as defined below) or for or in respect of which the Chargor may be liable to the Bank on any account or in any manner whatsoever (whether or not the Bank shall have been an original party to the relevant transaction) and whether actual or contingent and as principal or surety and whether alone or jointly with any other party or parties including interest to the date of repayment (chargeable and payable in such a manner as has been specifically agreed as well after as before any demand made or judgment obtained hereunder), commission, banking, legal and other costs, charges and expenses (on a full indemnity basis).

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

Anglo Irish Bank Corporation Plc ("the Bank")

Moor House, 119 London Wall

London

Postcode

EC2Y 5ET

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

Taylor Johnson  
Garrett.  
Black Friars  
London

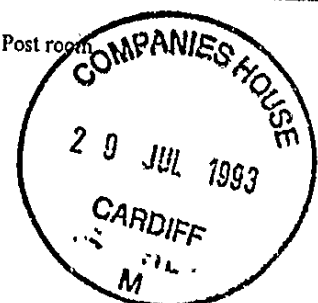
Time critical reference

For official use  
Mortgage Section

REGISTERED

29 JUL 1993

Post room



Short particulars of all the property mortgaged or charged

Please do not  
write in  
this margin

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

1. By way of legal mortgage the Legally Mortgaged Property defined in the Charge and being all that leasehold land situate and known as Plot 12, Solway Road, Derwent Howe, Workington, Cumbria as the same was demised by a Lease dated 29 April 1993 between Allerdale Borough Council (1), Treen Developments Limited (2) for a term of 150 years from the date referred to therein.

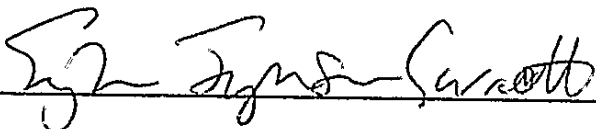
2. Assign to the Bank by way of security all the Rents (as defined in the Charge) and all other monetary debts and claims (including things in action which give rise or may give rise to a debt or debts) now or hereafter due or owing to the Chargor under or in connection with any lease, tenancy, licence or other agreement to which the Legally Mortgaged Property or any part thereof is now or may at any time be subject and the full benefit of all rights and remedies of the Chargor relating thereto subject to the proviso for redemption contained in the Charge.

3. By way of fixed charge all the right, title and interest of the Chargor in and to any proceeds of any insurance of the Legally Mortgaged Property to the extent the same are not otherwise subject to a Fixed Charge under the terms of the Charge.

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 27 July 1993

On behalf of [company] [mortgagee/chargee] <sup>A</sup>

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.

4. By way of floating charge the whole of the undertaking, property, rights and assets both present and future and wheresoever situate of the Chargor.
5. Assigns to the Bank by way of security all the rights and entitlements of the Chargor in and to the agreement for lease, the building contract and the warranty (in each case as defined in the Charge) subject to the proviso for redemption contained in the Charge.



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 22nd JULY 1993  
and created by TREEN DEVELOPMENTS LIMITED

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to ANGLO IRISH BANK CORPORATION PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 29th JULY 1993

Given under my hand at the Companies Registration Office,  
Cardiff the 3rd AUGUST 1993

No. 2693490

*P. Jones*  
P. JONES

an authorised officer

C.69a

Post  
3.8  
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# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

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

\* insert full name  
of company

To the Registrar of Companies  
(Address overleaf - Note 5)

For official use

MINI

Company number

113

2693490

Name of company

\* TREEN DEVELOPMENTS LIMITED (the "Company")

Date of creation of the charge

12 November 1993

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

Deed of Assignment of Construction Fund Account (the "Assignment Deed")

Amount secured by the mortgage or charge

All moneys, obligations and liabilities (whether actual or contingent, present or future) from time to time due, owing or incurred by the Company to the Chargee under certain of the clauses of the Development Agreement dated 5 April 1993 between the Company (1) the Chargee (2) and Terrace Hill Group Plc (3) in relation to Unit 2 Faraday Close, Treen Park Wellingborough ("the Liabilities")

69

A

6 - The Co

T - The Development Agreement dated 5/4/93

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

Robert Frederik Martin Adair of 27 Hornton Street, London W8 7NR and

Marianne Brita Adair of 6 South Terrace, London SW7 2TD and Catherine

Marianne Adair of 25 First Street  
London SW3 7LB ("the Chargee")

Postcode

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

D J Freeman  
43 Fetter Lane  
London  
EC4A 1NA

Ref: TRG

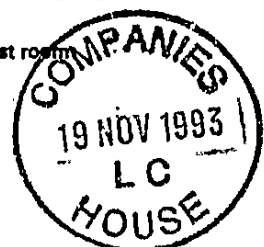
Time critical reference

For official Use  
Mortgage Section

REGISTERED

19 NOV 1993

Post room



Short particulars of all the property mortgaged or charged

By way of security for the Liabilities, the Company as beneficial owner assigns to the Chargee by way of security all of the Company's right, title and interest in and to the Account and the Account Moneys, subject only to the provision for reassignment contained in clause 2.2 of this Deed and the Chargee shall apply the same in accordance with the terms of a Deed of Priority and a Deed of Adherence copies of which are attached to this Deed.

NB(1)

The Assignment Deed contains provisions that:

(1) Unless and until there is effected any reassignment by the Chargee to the Company confirms and agrees that:

(a) notwithstanding any term (express or implied) to which the Account is  
cont.....

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

*D. Neenan*

Date

17.11.93

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

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Please do not  
write in this  
binding margin

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

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company number

2693490

Name of company

TREEN DEVELOPMENTS LIMITED ("the Company")

Limited\*

\*delete if  
inappropriate

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

subject, the Company will not, except where permitted by the Chargee pursuant to the instructions to the Account Bank mentioned in this Deed:

- (i) withdraw, or attempt or purport to withdraw, any of the Account Moneys;
- (ii) give any orders for payment or give any instructions to the Account Bank with respect to the Account.

(b) the Company will not assign, transfer, charge or otherwise dispose of, deal with or encumber any or all of the Account Moneys or its right, title or interest to the Account Moneys or agree or attempt to do so.

NB(2)

The following words specified herein have the following meanings:

"Account Bank" means Bank of Wales PLC, Kingsway, Cardiff, CF1 4YB.

"Account" means the deposit account number 01229 92462019 with the Account Bank (sort code 12-23-00) and includes any sub-account, any re-designation of that account and any account substituted for that account.

"Account Moneys" means the sum of £581,046.00, which the Company has deposited or is to deposit to the credit of the Account and including the debts represented by all other sums which are from time to time standing to the credit of the Account and whether in the same or any other currency and whether in addition to or by way of renewal of or replacement for any sums previously deposited in the Account by the Chargor or otherwise, together with all interest accruing from time to time in respect of them.

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 12th NOVEMBER 1993  
and created by TREEN DEVELOPMENTS LIMITED

for securing all moneys due or to become due from the Company to ROBERT  
FREDERIK MARTIN ADAIR, MARIANNE BRITA ADAIR AND CATHERINE MARIANNE ADAIR  
under the terms of THE DEVELOPMENT AGREEMENT DATED 5th APRIL 1993

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 19th NOVEMBER 1993

Given under my hand at the Companies Registration Office,  
Cardiff the 23rd NOVEMBER 1993

No. 2693490

*P. Jones*  
P. JONES

an authorised officer

C.69

LC  
23/11  
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## COMPANIES FORM No. 395

395

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

For official use

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SM.

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Company number

2693490

Please do not write in  
this marginPlease complete  
legibly, preferably in  
black type, or bold  
block lettering\* Insert full name  
of company

## Name of Company

TERRACE HILL DEVELOPMENTS LIMITED

## Date of creation of the charge

5th April 1994

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

Deed of Assignment of Rental Deposit Agreement

## Amount secured by the mortgage or charge

Liabilities of the Company under a Rent Deposit Deed  
dated 5th April 1994 and made between the Company (1)  
and the Mortgagee (2)A  
E.. The Co  
T.. The Rent Deposit Deed of even date.

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

JOSEPH OGDEN

Leathley Hall Leathley North Yorkshire

Postcode

Presentor's name, address and  
reference (if any):Sugden & Spencer,  
Arndale House,  
Bradford BD1 1ER.

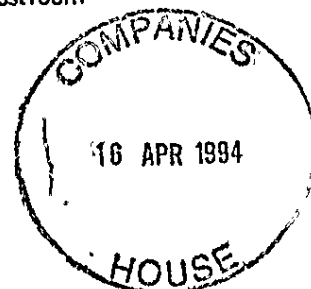
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For official use  
Mortgage section

REGISTERED

16 APR 1994

Post room



Time critical reference

**Short particulars of all the property mortgaged or charged**

Please do not write in this margin

Right title and interest in and to the Account and the account monies

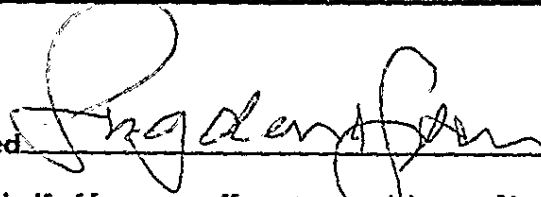
Deposit Account No.: 3673049

With Bank of Scotland  
PO Box No. 267, . .  
38 Threadneedle Street  
London EC2P 2EH

Account Monies means the debt pursuant to Clause 3(1) of the Rental Deposit Deed

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

**Particulars as to commission allowance or discount (Note 3)**

Signed  Date 15th April 1994  
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 despatched 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 situated 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.



FILE COPY



# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02693490

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT OF RENTAL DEPOSIT AGREEMENT DATED THE 5th APRIL 1994 AND CREATED BY TERRACE HILL DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO JOSEPH OGDEN UNDER THE TERMS OF THE RENT DEPOSIT DEED OF EVEN DATE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th APRIL 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th APRIL 1994.

A. P. GODDARD

for the Registrar of Companies



COMPANIES HOUSE

HC026B

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

\*insert full name  
of company

**COMPANIES FORM No. 395**  
**Particulars of a mortgage or charge**

7

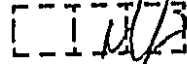
**395**

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



2693490

Name of company

\*Terrace Hill Developments Limited

Date of creation of the charge

22nd December, 1994

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

Charge

Amount secured by the mortgage or charge

means all monies obligations and liabilities whatsoever whether for principal interest or otherwise in whatever currency which may now or at any time in the future be due owing or incurred by the Company to the Lender under the terms of the facility letter dated 12th October, 1994 and sent by the Lender to the Company together with the Facility Agreement made between the Lender the Company and Terrace Hill Group plc dated with today's date and any variation amendment or extension thereof or supplement thereto ("the Facility Documents") or this Charge whether present or future actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner incurred under the Facility Documents or this Charge whatsoever and including but without limitation all interest commission fees and legal and other costs charges and expenses which the Lender or any Receiver may charge or incur in relation to the Company under this Charge and the preparation negotiation and creation of this Charge

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

Clydesdale Bank plc r/o 30 St Vincent Place, Glasgow

Postcode G1 2HL

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

Gateley Wareing  
Equity House  
7 Rowchester Court  
Whittall Street  
Birmingham B4 6DD

PAH.Clyde395,002

Time critical reference

For official use  
Mortgage Section

Post room

**REGISTERED**

-4 JAN 1995



Please do not  
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legibly, preferably  
in black type, or  
bold block  
lettering

1. by way of first fixed legal charge:-
  - a) all the benefit of the Company's interest in the following contracts:-
    1. the Agreement for Lease dated 4th November, 1994 and made between (1) the Company (2) Barclays Bank plc together with any variation amendment or extension thereof or supplement thereto ("the Agreement for Lease")
    2. the JCT 81 standard form of contract for works at the Property dated 4th November 1994 and made between (1) the Company and Taylor Woodrow Construction Northern Limited (2) together with any variation amendment or extension thereof or supplemental thereto ("the Building Contract")
    3. the agreement dated 4th November, 1994 and made between the Teeside Development Corporation (1) and the Company (2) whereby the Company agrees to buy the Property.

Particulars as to commission allowance or discount (note 3)

Signed

*Colley Waring*  
solicitors

Date 3/1/95

On behalf of [company] [mortgagee/chargee] †

† 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.

4. the Bond to be given by New Hampshire Insurance Co. to the Company in respect of the Building Contractors obligations under the Building Contract.

b) all rights titles benefits and interests of the Company whatsoever present and future whether proprietary contractual or otherwise arising out of or connected with or relating to the Agreements mentioned in A above including without limitation all claims for damages in respect of any breach thereof;

c) all the Company's present and future interest (whether legal or equitable) in the freehold land (and any buildings thereon) situate at Site C Teesdale and Greater Teesdale Stockton on Tees Cleveland ("the Property") and in the lease of the Property to be granted to Barclays Bank plc in accordance with the terms of the Agreement for Lease or in the proceeds of sale of the Property.

2 In the event and to the extent that the Company has not transferred by way of sale with the prior written consent of the Lender any and all of its rights and interests whether legal equitable in rem or in personam and whether of a proprietary nature or otherwise in the Property upon the completion of the Development the Company hereby covenants and agrees forthwith without any request or demand therefor to execute a valid and enforceable first fixed legal charge thereover on substantially the same terms as this Charge save for the provisions of this clause 3.

Please do not  
write in this  
binding 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

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write in this  
binding margin

# Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company Number

2693490

Name of Company

Terrace Hill Developments Limited

limited

\* delete if  
inappropriate

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

and/or in relation to the Charged Property and/or breach of any  
provision of, and the protection realisation or enforcement of, this  
Charge in each case on a full indemnity basis

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

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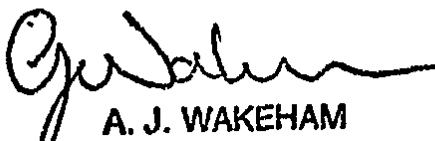
## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02693490

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN AGREEMENT AND CHARGE DATED THE 22nd DECEMBER 1994 AND CREATED BY TERRACE HILL DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CLYDESDALE BANK PLC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE FACILITY AGREEMENT OF EVEN DATE (AS DEFINED) AND THIS AGREEMENT AND CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th JANUARY 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th JANUARY 1995.

  
A. J. WAKEHAM

for the Registrar of Companies

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er*



C O M P A N I E S   H O U S E

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**CHA 116**

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

\*insert full name  
of company

# COMPANIES FORM No. 395

## Particulars of a mortgage or charge

**8****395**

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

**IM**

2693490

Name of company

\*Terrace Hill Developments Limited

Date of creation of the charge

22nd December, 1994

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

Agreement and Charge

Amount secured by the mortgage or charge

All monies, obligations and liabilities whatsoever whether for principal interest or otherwise in whatever currency which may now or at any time in the future be due owing or incurred by the Company to the Lender under the terms of the Facility Agreement of even date and made between the Lender and the Company setting out the terms by which the Facility is to be made available to the Company the Fixed Charge of even date and made between the Lender and the Company charging by way of first fixed charge the benefit of various contracts ("the Fixed Charge") and the Charge whether present or future actual or contingent (whether alone severally or jointly as principle guarantor surety or otherwise) and in whatever name or style and whether on any current or other account or in any other manner incurred under the Facility Agreement (or any other charge or documents ancillary thereto) whatsoever and including but without limitation all expenses

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

Clydesdale Bank plc r/o 30 St Vincent Place, Glasgow

Postcode

G1 2HL

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

Gateley Wareing  
Equity House  
7 Rowchester Court  
Whittall Street  
Birmingham B4 6DD

PAH.Clyde395.001

Time critical reference

For official use  
Mortgage Section

Post room

**REGISTERED**

**- 4 JAN 1995 -**



BIR \*B14BB7R0\* 292  
COMPANIES HOUSE 04/01/95

Short particulars of all the property mortgaged or charged

- 1) By way of floating charge the whole of the Company's undertaking and all of its property and assets whatsoever and wheresoever present and future other than any property or assets from time to time for the time being effectively charged to the Lender by way of fixed charge under the Fixed Charge or otherwise pursuant thereto;
- 2) As regards all the undertaking property and assets of the Company (except those assets and property specified in the Fixed Charge as being the subject to the Fixed Charge whether or not the Fixed Charge is valid and effective) the floating charge referred to in clause 3.1 shall be deemed to be a subordinated floating charge which shall at all times when this security is in force rank in point of priority after any other Encumbrance in favour of any third party from time to time applicable and for the avoidance of doubt the Company shall be entitled to create further encumbrances which will rank in priority to the floating charge created by clause 3.1 above in favour of third parties without obtaining the consent of the Lender or notifying the Lender.

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legibly, preferably  
in black type, or  
bold block  
lettering

Particulars as to commission allowance or discount (note 3)

Signed Colin Wray

Date 3/1/95

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

† 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.

Please do not  
write in this  
binding margin

# Particulars of a mortgage or charge (continued)

Continuation sheet No 3.  
to Form No 395 and 410 (Scot)

CHA 116

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

Company Number

2693490

Name of Company

Terrace Hill Developments Limited

limited

\* delete if  
inappropriate

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



Please do not  
write in this  
binding 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

- 3) In the event that all or any part of the Facility together with accrued interest and all other sums due under the Facility Agreement to the Lender has not been paid by the Repayment Date ("the Outstanding Amount") then the Lender and the Company shall forthwith and in good faith enter into negotiations to agree a refinancing or method of repayment of the Outstanding Amount due Provided Always that after the Repayment Date the Outstanding Amount shall remain repayable on demand at all times in accordance with the terms of the Facility Agreement

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

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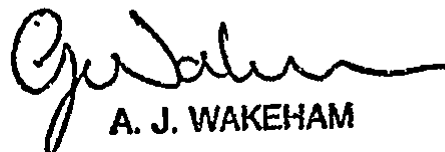
## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02693490

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE DATED THE 22nd DECEMBER 1994 AND CREATED BY TERRACE HILL DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CLYDESDALE BANK PLC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE FACILITY LETTER DATED 12th OCTOBER 1994 (AS DEFINED) OR THIS CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th JANUARY 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th JANUARY 1995.



A. J. WAKEHAM

for the Registrar of Companies

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

HC0268





Short particulars of all the property mortgaged or charged

1. by way of first fixed legal charge:-

- a. all the benefit of the Company's interest in the following contracts ("the Agreements");
- (i) the agreement for lease dated 2nd December 1994 and made between (1) the Company and (2) Bhs Plc together with any variations amendments or extensions thereof or supplements thereto from time to time in force ("the Agreement for Lease");
  - (ii) the JCT 81 standard form of contract for works at the property made between the Company and Geoffrey Osborne Limited together with any variations amendments or extensions thereof or supplements thereto from time to time in force ("the Building Contract");

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

16/1/95

On behalf of [company] [mortgagee/chargee] †

† 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 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 situated 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.

Please do not  
write in this  
binding margin

# Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

CHA 116

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

Company Number

2693490

Name of Company

TERRACE HILL DEVELOPMENTS LIMITED

Limited\*

\* delete if  
inappropriate

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

QJ

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

(iii) the Bond to be given by Norwich Union to the Company in respect of the Building Contractors obligations under the Building Contract ("the Performance Bond")

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

- a. all rights titles benefits and interests of the Company whatsoever present and future whether proprietary contractual or otherwise arising out of or connected with or relating to the Agreements or the Performance Bond including without limitation all claims for damages in respect of any breach thereof;
- b. all the Company's present and future interest (whether legal or equitable) in the lease of the freehold land (and any buildings thereon) situate at 57/59 High Street, Newport, Isle of Wight to be granted to Bhs Plc in accordance with the terms of the Agreement for Lease.

Please do not  
write in this  
binding 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

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02693490

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE DATED THE 30th DECEMBER 1994 AND CREATED BY TERRACE HILL DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CLYDESDALE BANK PLC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE FACILITY LETTER DATED 12th DECEMBER 1994 (AS DEFINED) OR THIS CHARGE IN RELATION TO THE FREEHOLD LAND AND ANY BUILDINGS THEREON AT 57/59 HIGH STREET, NEWPORT, ISLE OF WIGHT WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th JANUARY 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th JANUARY 1995.

M. SAHA

for the Registrar of Companies



COMPANIES HOUSE

HC026B

8087  
18/1/95 ft.

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write in  
this margin

**CHA 116**

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

\*insert full name  
of company

# COMPANIES FORM No. 395

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

For official use / Company number

10

2693490

To the Registrar of Companies

Name of company

\*TERRACE HILL DEVELOPMENTS LIMITED

Date of creation of the charge

30th December 1994

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

Agreement and Charge

Amount secured by the mortgage or charge

all monies, obligations and liabilities whatsoever whether for principal interest or otherwise in whatever currency which may now or at any time in the future be due owing or incurred by the Company to the Lender under the terms of

- (a) a Facility Agreement of even date and made between the Company and the Lender letting out the terms by which the Facility is to be made available to the Company
- (b) a Fixed Charge of even date and made between the Lender and the Company charging by way of first fixed charge the benefit of various contracts ("the Fixed Charge")
- (c) this Charge; and

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

Clydesdale Bank Plc

R/O 30 St. Vincent Place

Glasgow

Postcode

G1 2HL

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

Gateley Wareing  
Equity House  
7 Rowchester Court  
Whittall Street  
Birmingham, B4 6DD

PAH/DRB

Time critical reference

For official use  
Mortgage Section

Post room

REGISTERED

17 JAN 1995



PMO \*P0G1Y84G\* 276  
COMPANIES HOUSE 17/01/95

Please do not  
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this margin

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

- (a) by way of floating charge the whole of the Company's undertaking and all of its property and assets whatsoever and wheresoever present and future other than the property charged by first fixed charge by the Company to the Lender pursuant to the Fixed Charge and the Property Charge ("the Fixed Charge Property").
- (b) As regards all the undertaking property and assets of the Company (except the Fixed Charge Property and the assets charged by the Fixed Charge whether or not the Fixed Charge or the Property Charge is valid and effective) the floating charge referred to in (a) above shall be deemed to be a subordinated floating charge which shall at all times when this security is in force rank in point of priority after any other Encumbrance in favour of any third party from time to time applicable and for the avoidance of doubt the Company shall be entitled to create further Encumbrances which will rank in priority to the floating charge created as in (a) above in favour of third parties without obtaining the consent of the Lender or notifying the Lender.

Particulars as to commission allowance or discount (note 3)

Signed Geddy Dorsey

Date 16/1/95

On behalf of [company] [mortgagee/chargee] †

† 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.



Please do not  
write in this  
binding margin

# Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

CHA 116

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

Company Number

2693490

Name of Company

TERRACE HILL DEVELOPMENTS LIMITED

Limited\*

\* delete if  
inappropriate

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

- (d) a Property charge of even date and made between the Lender and the Company charging by way of First Fixed Charge the F/H property known as 57/59 High Street, Newport, Isle of Wight ("the Property Charge")

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

whether present or future actual or contingent (whether alone severally or jointly as principle guarantor surety or otherwise) and in whatever name or style and whether on any current or other account in or any other manner incurred under the Facility Agreement (or any other charge or documents ancillary thereto) whatsoever and including but without limitation all expenses.

In the event that all or any part of the Facility together with accrued interest and all other sums due under the Facility Agreement to the Lender has not been paid by the Repayment Date ("the Outstanding Amount") then the Lender and the Company shall forthwith and in good faith enter into negotiations to agree a refinancing or method of repayment of the Outstanding Amount due PROVIDED ALWAYS that after the Repayment Date the Outstanding Amount shall remain repayable on demand at all times in accordance with the terms of the Facility Agreement.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02693490

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN AGREEMENT AND CHARGE DATED THE 30th DECEMBER 1994 AND CREATED BY TERRACE HILL DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CLYDESDALE BANK PLC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF (a) A FACILITY AGREEMENT OF EVEN DATE, (b) A FIXED CHARGE OF EVEN DATE CHARGING BY WAY OF FIRST FIXED CHARGE THE BENEFIT OF VARIOUS CONTRACTS, (c) THIS CHARGE AND (d) A PROPERTY CHARGE OF EVEN DATE OVER THE FREEHOLD PROPERTY KNOWN AS 57/59 HIGH STREET, NEWPORT, ISLE OF WIGHT WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th JANUARY 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th JANUARY 1995.

CC 2011A

for the Registrar of Companies



COMPANIES HOUSE

HC026B

Post  
18/1/95 PT.

**Declaration of satisfaction  
in full or in part  
of mortgage or charge**

# 403a

**Please do not  
write in  
this margin**

**Pursuant to section 403(1) 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**

2693490

- insert full name of company

Name of company

\* TERRACE HILL DEVELOPMENTS LIMITED

† delete as appropriate

1, NIGEL JAMES CAVERS TURNBULL  
of 17 SALISBURY AVENUE HARPENDEN ALSDEN

‡ insert a description of the instrument(s) creating or evidencing the charge eg 'Mortgage', 'Charge', 'Debenture' etc

[a director][the secretary][the administrator][the administrative receiver]† of the above company, do solemnly and sincerely declare that the debt for which the charge described below was given has been paid or satisfied in [full][part]†

Date and Description of charge: FIXED AND FLOATING CHARGE DATED 20 APRIL 1993

Date of Registration 29 JULY 1993

o the date of registration may be confirmed from the certificate

Name and address of [chargee][trustee for the debenture holders] ANGLO IRISH  
BANK CORPORATION PLC OF MORTYMER 119 LONDON WALL LONDON

Short particulars of property charged \$ PLOT 12 SOLWAY ROAD WIRKINGTON  
CUMBRIA

§ insert brief details of property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 31 Sachville St  
London W1

**Declarant to sign below**

the 13<sup>th</sup> day of January  
one thousand nine hundred and ninety five  
before me, Antonio Brandes

~~A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor~~ having the powers conferred on a Commissioner for Oaths

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

SIMPSON CURTIS  
WREN House  
18 CARTER LANE  
LONDON EC4V 5EY

For official Use  
Mortgage Section

**Post room**

**REGISTERED**

19 JAN 1995



A04 AD63186S 422  
COMPANIES HOUSE 19/01/33

**M**

COMPANIES FORM No. 395

**Particulars of a charge****395**Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

PN

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

To the Registrar of Companies

For official use

Company number

[P][N][I][I]

2693490

Name of company

\* TERRACE HILL DEVELOPMENTS LIMITED

\* insert full name  
of company

Date of creation of the charge

30TH DECEMBER 1994

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

LETTER OF PLEDGE

Amount secured by the charge

All sums due to Clydesdale Bank PLC at present or at any  
time in the future under a Fixed Charge, Charge, Agreement  
for Charge and Facility Agreement made between Clydesdale  
Bank PLC (1) and Terrace Hill Developments Limited (2) and  
dated 30th December 1994.

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

Clydesdale Bank PLC, 30 St. Vincent Place, Glasgow

Postcode G1 2HL

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

Gateley Wareing  
Equity House  
7 Rowchester Court  
Whittall Street  
Birmingham  
B4 6DD

PAH

For official Use  
Mortgage Section**REGISTERED**

20 JAN 1995

Post room

PMO \*P0GXP876\* 219  
COMPANIES HOUSE 20/01/95

Time critical reference

Short particulars of all the property charged

5,000,000 ordinary shares of 5 pence each in Crossroads Oil Group PLC

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 19/1/95

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 situated 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.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02693490

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LETTER OF PLEDGE DATED THE 30th DECEMBER 1994 AND CREATED BY TERRACE HILL DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CLYDESDALE BANK PLC UNDER THE TERMS OF A FIXED CHARGE, CHARGE, AGREEMENT FOR CHARGE AND FACILITY AGREEMENT DATED THE 30TH OF DECEMBER 1994. WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20th JANUARY 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd JANUARY 1995.

M. SAHA

for the Registrar of Companies

Post  
23/1  
5



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

HC026B



## Particulars of a mortgage or charge

12

395

Please do not  
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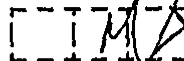
Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

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



2693490

Name of company

\* TERRACE HILL DEVELOPMENTS LIMITED

\* insert full name  
of company

Date of creation of the charge

30 JANUARY 1995

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

Legal Charge

Amount secured by the mortgage or charge

All monies and liabilities from time to  
time due owing or incurred by the  
Company to Clydesdale Bank Plc

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

CLYDESDALE BANK PLC whose registered office  
is at 30 St. Vincent Place Glasgow G1 2HL

Postcode

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

SIMPSON CURTIS  
WREN HOUSE, 15 CARTER LANE  
LONDON EC4V 5EY

For official Use  
Mortgage Section

Post room

1 FEB 1995



Time critical reference



57/59 HIGH STREET NEWPORT  
ISLE OF WIGHT (freehold property)

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

Simpson Gwlin

Date

30 / 1 / 95

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.

FILE COPY



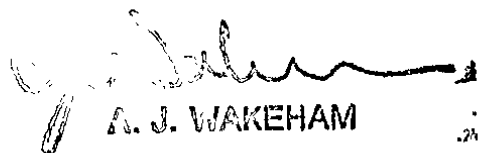
## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02693490

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 30th JANUARY 1995 AND CREATED BY TERRACE HILL DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CLYDESDALE BANK PLC WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 1st FEBRUARY 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd FEBRUARY 1995.



A. J. WAKEHAM

for the Registrar of Companies



C O M P A N I E S   H O U S E

HC026B

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sm