

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**

For official use Company number

18

2930345

Name of company

\* THE BARON HOMES CORPORATION LIMITED  
(hereinafter called "the Borrower")

**Date of creation of the charge**

17 October 1997

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

Mortgage Debenture in favour of Nationwide Building Society  
(hereinafter called "the Society")

**Amount secured by the mortgage or charge**

The Borrower will pay to the Society when due all money and liabilities whether certain or contingent (including further advances made after the date of the Mortgage Debenture and secured directly or indirectly by the Mortgage Debenture) which now are or at any time after the date of the Mortgage Debenture may be due owing or incurred by the Borrower to the Society on any account or in any manner whatever (and whether alone or jointly with any other person and in whatever style or name and whether as principal or surety) and any legal and other costs charges and expenses incurred by the Society in enforcing the security created by the Mortgage Debenture on a full and unqualified indemnity basis

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

NATIONWIDE BUILDING SOCIETY of

NATIONWIDE HOUSE   PIPERS WAY   SWINDON   WILTSHIRE

Postcode

SN38 1NW

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

PAUL DAVIDSON TAYLOR  
CHANCERY COURT QUEEN STREET  
HORSHAM WEST SUSSEX  
RH13 5AD  
DX 57617 HORSHAM  
REF N C S COOK

Time critical reference

For official use  
Mortgage section



Short particulars of all the property mortgaged or charged

The Borrower with full title guarantee and to the intent that the security created by the Mortgage Debenture shall rank as a continuing security charges with the payment or discharge of all monies obligations and liabilities covenanted to be paid or discharged under the Mortgage Debenture:-

Please do not write in this margin

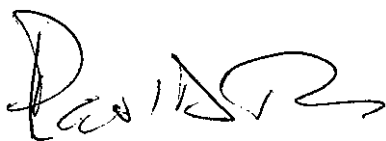
- (1) by way of floating charge its undertaking and all its property assets and rights whatsoever and wheresoever present and/or future except such as may be the subject of a valid fixed charge in favour of the Society provided always that power is reserved to the Borrower subject to any other agreement or security at any time held by the Society over any part of the undertaking property or assets of the Borrower to create or leave outstanding any mortgage fixed or floating charge or other security or encumbrance over the whole or any part of the undertaking property and assets of the Borrower so as to rank in point of security in priority to the floating charge created by the Mortgage Debenture and power to sell or dispose of any of the undertaking property or assets of the Borrower so charged in the ordinary course of business and
- (2) by way of fixed charge all the Borrower's right title and interest in and the  
(See Continuation Sheet 1)

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed



Date 24 October 1997

On behalf of ~~the company~~ [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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Please do not  
write in this  
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## Particulars of a mortgage or charge (continued)

Continuation sheet No. 1  
to Forms Nos 395 and 410 (Scot)

Company number

2930345

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

Name of company

THE BARON HOMES CORPORATION LIMITED

(hereinafter called "the Borrower")

~~XXXXXXXXXX~~

\*Delete if  
inappropriate

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

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

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

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

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Please complete  
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in black type, or  
bold block lettering

benefit of an agreement dated 21 August 1997 made between the Borrower (1) and Brighton and Hove Council (2) and all monies payable to the Borrower under the said Agreement.

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

NOTE:

1. The security created by the Mortgage Debenture is in addition to any other security or securities which the Society may now or may from time to time hold or take from the Borrower.
2. The security created by the Mortgage Debenture shall be a continuing security to the Society for all debts liabilities or obligations from time to time of the Borrower to the Society and shall not be considered as satisfied or discharged by any intermediate payment or satisfaction of the whole or any part of the debts or liabilities or obligations secured by the Mortgage Debenture.

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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. 02930345

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED THE 17th OCTOBER 1997 AND CREATED BY THE BARON HOMES CORPORATION 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 28th OCTOBER 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th OCTOBER 1997.

A. P. GODDARD

for the Registrar of Companies



COMPANIES HOUSE

Post  
LM  
30/10