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legibly, preferably
in black type, or
bold block lettering*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

161

05500351

Name of company

* Pinewood Road Developments Limited ("Company")

Date of creation of the charge

14 May 2008

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

Deed of debt assignment ("Assignment") dated 14 May 2008 between (1) S Morgan & Sons Limited (company no 2568627) ("Morgan"), (2) David Morgan, Colin Morgan, Nigel James Morgan and Richard Stanley Morgan ("Morgan Brothers"), (3) the Company (Morgan, Morgan Brothers and the Company together being the "Assignors") and (4) Barclays Bank PLC ("Assignee")

Amount secured by the mortgage or charge

(a) The debts details of which are set out in schedule 1 of the Assignment being

Name of debtor	Amount of debt	Due by	Evidenced by
Hanson Quarry Products Europe Limited (Company No 300002) whose registered office is The Ridge, Chipping Sodbury, Bristol BS37 6AY	£5,000,000 plus £500,000 interest and all interest due thereon	1 July 2010	Sale Contract
Hanson Quarry Products Europe Limited (Company No 300002) whose registered office is The Ridge, Chipping Sodbury, Bristol BS37 6AY	£4,795,000 plus £250,000 interest and all interest due thereon	2 July 2012	Sale Contract

(cont'd)

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

Barclays Bank PLC (company number 1026167), 1 Churchill Place, London

Postcode E14 5HP

Presenter's name address and
reference (if any)DLA Piper UK LLP
Princes Exchange
Princes Square
LEEDS
LS1 4BY

AF/54000/120546/19318851 1

Time critical reference
AF

For official Use (02/06)

Mortgage Section

Post room

TUESDAY



AAAH7ZVC

A19

20/05/2008

379

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 In consideration of the Assignee (1) lending a further approximate £3,100,000 to Morgan as part of the Assignment to repay another secured creditor and (2) releasing its various first charges over the majority of the land sold pursuant to the Sale Contract and (3) allowing Morgan to retain £2,750,000 of the £2,804,878 received by the Assignors on or about the date of the Assignment, being 14 May 2008 pursuant to the Sale Contract, the Assignors assign to the Assignee the Debts free from all Encumbrances

2 The Assignors covenant with the Assignee that

2 1 they have the right to transfer or to procure the transfer of the full legal and beneficial interest in the Debts to the Assignee on the terms set out in the Assignment, and

2 2 they shall, at their own expense, do everything required by the Assignee from time to time in order to vest the Debts in the Assignee or as otherwise may be necessary to give full effect to this assignment

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)

Nil

Signed *DAR*

Date *19* May 2008

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

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

† 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

Company number

05500351

Name of company

*insert full name
of Company

* Pinewood Road Developments Limited ("Company")

Addendum 1/4

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

Addendum 2/4

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

(b) any interest payable on such debts, and

(c) the benefit of all securities (including without limitation the Charge), guarantees, indemnities and rights relating to such debts ("Debts")

Addendum 3/4

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

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

Note 1

The Assignment contains the following warranties

1 Each of the Assignors warrant that the Debts

1 1 will realise their full value in the timeframe detailed in Schedule 1 of the Assignment,

1 2 have not been factored or discounted by the Assignors,

1 3 have not been, or are not anticipated to be, disputed, or

1 4 are not subject to any right of counterclaim, set-off, withholding or other deduction

2 Each of the Assignors warrant that

2 1 together they are the sole legal and beneficial owners of the Debts,

2 2 they, and only them, have the right to enforce the Sale Contract for payment of the Debts

3 The Assignors each individually warrant

3 1 that they have taken all corporate action necessary to authorise the execution and performance of the Assignment and such execution and performance will not cause them to be in breach of any agreement (including the Assignment) to which it is a party or any applicable law or regulation,

3 2 they will not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Assignee of the Debts

4 Each of the Assignors confirm and undertake to the Assignee that they shall do or permit to be done each and every act or thing which the Assignee may from time to time require to be done for the purpose of enforcing the Assignee's rights under the

Name of company

*insert full name
of Company

* Pinewood Road Developments Limited ("Company")

Assignment and shall allow their name to be used as and when required by the Assignee for that purpose

Note 2

The Assignee shall be entitled to give notice of the assignment of the Debts assigned pursuant to the Assignment to the debtor. Such notice shall be in the form set out in schedule 2 to the Assignment and given in the names of both the Assignee and the Assignors, and the Assignors irrevocably and unconditionally authorise the Assignee to give such notice on its behalf.

Note 3

The Assignment contains a power of attorney in favour of Assignee

Definitions

The terms used in this Companies House 395 have the meanings set out below

"Charge" means the legal charge in Land Registry form CH1 granted by Hanson Quarry Products Europe Limited in favour of the Assignors on or about the date of this assignment to secure the Debts in relation to the land and minerals at Chestlon Farm, Clanfield, Oxfordshire with title numbers ON260624, ON262869 and part ON260623,

"Encumbrance" means any mortgage, charge, pledge, lien, deposit by way of security, bill of sale, option, assignment (contingent or otherwise), right to acquire, right of pre-emption or agreement for or obligation as to any of the same, or any other form of security or encumbrance or equity of any nature in favour of a third party,

"Sale Contract" means the contract for the sale of Chestlon Farm, Clanfield, Oxfordshire between the Assignors (1), Hanson Quarry Products Europe Limited (2) Morgan (3) and the Assignee (4) dated on or about the date of the Assignment, being 14 May



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5500351
CHARGE NO. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF DEBT ASSIGNMENT
DATED 14 MAY 2008 AND CREATED BY PINWOOD ROAD
DEVELOPMENTS LIMITED FOR SECURING ALL SUMS DUE OR
TO BECOME DUE UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 20 MAY 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 MAY 2008



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**