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CHFP025

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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

BB £170x17

083061

A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge.

395

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

[I 2]

255065

Name of company

*
W & H ELLIOTTS LIMITED

Date of creation of the charge

3 June 1999

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 which shall for the time being (and whether on or at any time after demand or judgement) be due or owing from or incurred by Ellis Campbell Holdings Limited ("the Borrower") or the companies listed in the First Schedule below ("the Mortgagors") or any Associated Company or any Guarantor (as defined in the Legal Charge) to the mortgagee whether actually or contingently and whether solely or jointly with any other or others in partnership or otherwise and whether as principal or surety and whether by way of in and out accommodation current loan or other account hire hire purchase credit sale conditional sale leasing or other such agreement or any undertaking agreement or commitment supplemental to or in contemplation or otherwise relating thereto or in respect of any other credit or financial facilities or otherwise in any other manner whatsoever including losses costs expenses discount commission and charges

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

LLOYDS BANK PLC
Connaught House
Alexandra Terrace
Guildford

Postcode GU1 3DA

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

Berwin Leighton
Adelaide House
London Bridge
London
EC4R 9HA

RHAW/L200/11

Time critical reference

For official Use
Mortgage Section



KLD *KLGHAIU* 580
COMPANIES HOUSE 09/06/99

Short particulars of all the property mortgaged or charged

To the extent that such estate right title and interest is vested in the Company:

1 by way of legal mortgage the property described in the Second Schedule below and each and any part thereof and all buildings and other structures now or from time to time thereon together with the benefit of all easements and other rights now or from time to time benefiting the same ("the Mortgaged Property") and also all its estate right title and interest of every kind in each and every part of the Mortgaged Property

2 by way of fixed equitable charge all and any proceeds of sale or other disposal or realisation of the Mortgaged Property payable or receivable before at or after completion of any such sale or other disposal or realisation (including without limitation all VAT payable on or in respect of the same and all deposits paid on such disposal or realisation whether or not the same are forfeited and all monies becoming payable to the Borrower and/or the Mortgagors or any nominee of the Borrower and/or the Mortgagors by way of compensation relating to the Mortgaged Property in any way whatsoever and whether under the provisions of the Planning Acts or of Section 25 of the Law of Property Act 1969 or otherwise howsoever) and

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Particulars as to commission allowance or discount (note 3)

Signed



Date

4 June 1999

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

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 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.)

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

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

CHFP025

Please complete
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Company Number

255065

Name of Company

W & H ELLIOTTS LIMITED

Limited*

* delete if
inappropriate

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

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

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whether payable to or receivable by the Borrower and/or any Mortgagor or any agent or other person on behalf of any of them or the Commissioners of Inland Revenue or any other authority body or person whatsoever and the benefit of any account set up at any time in the name or for the account of the Borrower and/or the Mortgagors into which the proceeds of any such sale or other disposal or realisation shall be deposited and all monies from time to time standing to the credit of any such account

3 by way of fixed equitable charge the benefit of each and all of the personal covenants by the lessees underlessees or licensees under each and all of the leases or underleases (as the case may be) and each and all of the licences or other occupational interests subject to which the interest of the Borrower or any Mortgagor in the Mortgaged Property is held now or from time to time ("the Occupational Leases") and each and all of the guarantees in respect of the obligations of lessees underlessees or licensees under or pursuant to the Occupational Leases in any such case whether given to the Borrower or any Mortgagor or any predecessor-in-title of any of them and the benefit of all rental deposits and other security given from time to time to secure the obligations of lessees underlessees or licensees under or pursuant to the Occupational Leases

3 by way of fixed equitable charge the benefit of each and all of the following including (without limitation) all rights of enforcement of the same:-

3.1 the Agreement or Agreements now or hereafter entered into by the Borrower for (inter alia) the grant of an Occupational Lease or Occupational Leases of the whole or part of the Mortgaged Property ("the Agreements for Lease") and each and all of the contracts now or hereafter entered into with architects building contractors project managers mechanical and electrical consultants quantity surveyors structural engineers and surveyors and other professional advisers in respect of any development or refurbishment of or other works to the Mortgaged Property and each and all of the bonds or guarantees now or hereafter issued to or for the benefit of the Borrower in connection with all or any of such contracts including without limitation those referred to in the Third Schedule below ("the Contracts") and the benefit of the covenants referred to in the Second Schedule below

3.2 the copyright and rights in the nature of copyright vested in the Borrower and/or the Mortgagors from time to time in any plans specifications and negatives prepared for or in connection with any development or refurbishment of or other works to the Mortgaged Property

3.3 the implied licence of the Borrower and/or the Mortgagors in any such plans specifications and negatives the copyright of which is not vested in them

3.4 all guarantees warranties and representations given or made by and any rights or remedies against all or any of the manufacturers suppliers or installers of all plant machinery fixtures fittings and other items now or from time to time in the building or buildings erected or to be erected on the Mortgaged Property and any other person firm or company now or from time to time under contract with or under a duty to the Borrower and/or the Mortgagors

3.5 each and all of the shares which are referred to in the Fourth Schedule below and also all stocks shares warrants or other securities rights dividends interest or other property whether of a capital or income nature accruing offered issued or deriving at any time by way of dividend bonus redemption exchange purchase substitution conversion consolidation subdivision preference option or otherwise attributable to any of them ("the Shares") and the Company covenanted with the mortgagee by way of fixed equitable charge that it shall on the execution of the legal charge deposit with the mortgagee all stock or share certificates or other documents of title to or representing the Shares together with

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Form No 395 and 410 (Scot)

CHFP025

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Company Number

255065

Name of Company

W & H ELLIOTTS LIMITED

Limited*

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

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

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such duly executed transfers or assignments in favour of the mortgagee or its nominees (with the name of the transferee date and consideration left blank) as the mortgagee may require to perfect the title of the mortgagee or its nominees to all or any part of the Shares to the intent that the mortgagee may at any time without notice present them for registration. All rights of voting in respect of the Shares exercisable at any time before any event of default as listed in clause 6.2 of the legal charge shall be exercisable by the relevant Mortgagor as it shall think fit save that the relevant Mortgagor may not exercise such rights in a manner prejudicial to the security constituted by the legal charge.

All such rights exercisable at any time after any such event of default shall be exercisable by the mortgagee (or as the mortgagee shall direct) in such manner as the mortgagee in its sole and absolute discretion shall think fit.

5 by way of security assignment each and all of the following including (without limitation) all rights of enforcement of the same:-

5.1 all insurance policies in force from time to time in relation to the Mortgaged Property and all monies payable thereunder (subject to the terms of the Lease and/or the Occupational Leases)

5.2 all rents licence fees and other like sums payable under the terms of any Occupational Lease (including without limitation all VAT payable on or in respect of the same and all insurance rents service charges and all insurance proceeds in respect of loss of rent insurance) ("the Rents")

6 by way of floating charge all moveable plant machinery implements utensils building materials furniture and equipment now or from time to time placed on or used in or about the Mortgaged Property

7 by way of floating charge the residential properties referred to in the Fifth Schedule below

THE FIRST SCHEDULE

Company	Company Number
Bassett Trust Limited	257435
Solent Land Investments Limited	314423
Birstall Land Investments Limited	304176
Ellis & Sons Amalgamated Investments Limited	245093
W & H Elliotts Limited	255065
Ellis Campbell Developments Limited	291923
Ellis & Sons Amalgamated Properties Limited	354146
Debraster Limited	1327364
Edradynate Limited	354304
Ellis & Sons Third Amalgamated Properties Limited	354523
Ellis & Sons Fourth Amalgamated Properties Limited	355729
Ellis & Sons (Southern) Property Investments Limited	361411
Ellis Campbell Housing Limited	1657568
Ellis Campbell Ventures Limited	2480520
Borelli Estate Limited	507209
Mowmacre Investment and Charter Limited	292167

THE SECOND SCHEDULE

Part I

Ellis & Sons Amalgamated Properties Limited

1 Freehold property known as land to the north-east of Glebeland Road Frimley Surrey Heath Surrey registered at H M Land Registry with Title Absolute under Title Nos SY230239 and SY299861 and now known as Craven Court.

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

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

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

CHFP025

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Company Number

255065

Name of Company

W & H ELLIOTTS LIMITED

Limited*

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

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

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2 Freehold land on the east side of Hurlands Close and Junction Road Farnham Waverley Surrey registered at H M Land Registry with Title Absolute under Title Nos SY616201 and SY326055 together with the benefit of the covenants on the part of Kents Developments Limited and other matters contained in a transfer of adjoining land dated 27 March 1991.

3 Freehold property known as 45-45a High Street Alton Hampshire registered at H M Land Registry with Title Absolute under Title No HP399687 together with the benefit of the easements covenants and other provisions contained in the conveyances dated 27 January 1958 and 24 June 1986 referred to in the Property Register of the said title.

4 Freehold land known as Flag Business Exchange Vicarage Farm Road Peterborough Cambridgeshire (including units 6 and 7, and land lying to the west of Newark Road Fengate Peterborough) registered at H M Land Registry with Title Absolute under Title Nos CB109964, CB138837, CB142820 and CB188156.

5 Leasehold property known as Paragon Court Tongham Road Aldershot Rushmoor Hampshire registered at H M Land Registry with Title Absolute under Title No HP487486 for the residue of the term of 99 years from 31 December 1971 granted by a lease dated 1 January 1991 between The Council of the Borough of Rushmoor and Taylors Developing and Printing Works Limited.

Part II

Ellis & Sons Fourth Amalgamated Properties Limited

6.1 Freehold property known as 8 St Thomas Street Winchester Hampshire registered at H M Land Registry with Title Absolute under Title No HP370773.

6.2 The rights for the benefit of 8 St Thomas Street Winchester over 9 Parchment Street Winchester granted by a Deed dated 8 March 1999 between The Trustees of the Ancient Order of Foresters Friendly Society (1) and Ellis & Sons Fourth Amalgamated Properties Limited (2) for a term of 50 years from 8 March 1999.

Part III

Borelli Estate Limited

7 Freehold property known as 100 and 101 West Street Farnham Waverley Surrey registered at H M Land Registry with Title Absolute under Title Nos SY112724 and SY481807 including the land coloured green on the plan attached to the legal charge and together with a right of way over Arundel Place.

8 Freehold property known as 102 and 103 West Street Farnham Waverley Surrey registered at H M Land Registry with Title Absolute under Title No SY530138 together with a right of way over Arundel Place.

9 Freehold property known as 104 and 104a West Street Farnham Waverley Surrey registered at H M Land Registry with Title Absolute under Title No SY560096 together a right of way over the roadway leading to Lion & Lamb Yard and together with the benefit of the easements covenants and other provisions contained in the transfer dated 25 September 1998 in favour of Alison Ford of the cottage at the rear

10 Freehold property known as 116 West Street Farnham Waverley Surrey registered at H M Land Registry with Title Absolute under Title No SY283341 together with the benefit of the easements covenants and other provisions contained in a transfer dated 29 September 1992 in favour of Tindle Newspapers Limited of land at the rear.

11 Freehold properties known as Units F, G and H Borelli Yard Farnham Waverley Surrey (including land to the north west of Victoria Road and land at the rear of 31 The Borough Farnham) registered at H M Land Registry with Title Absolute under Title Nos SY80906, SY568281, SY570907 and SY663122 together with a right of way into Victoria Road pursuant to the Deed of Grant

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

Continuation sheet No 4
to Form No 395 and 410 (Scot)

CHFP025

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Company Number

255065

Name of Company

W & H ELLIOTTS LIMITED

Limited*

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

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

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dated 15 April 1964 and the Deed of Exchange dated 19 December 1986 both referred to in the Property Register of title SY80906 and the car parking right granted by a deed dated 10 September 1987 between Kents Developments Limited and Allamanda Estates Limited, and together with the benefit of the easements covenants and other provisions contained in the following transfers:

- (a) the transfer dated 31 December 1985 in favour of National Westminster Bank Limited of the land at the rear of 36/37 The Borough;
- (b) the transfer dated 27 February 1987 in favour of Allamanda Estates Limited and the transfers dated 27 February 1987 and 21 April 1988 both in favour of Kents Developments Limited of the land now known as Borelli Mews;
- (c) the transfer dated 8 October 1993 in favour of Hill Samuel Bank Limited of 35/37 The Borough and 5 Borelli Yard;
- (d) the transfers dated 1 September 1987 and 18 July 1988 both in favour of Allamanda Investments Limited of Unit 7 Borelli Yard;
- (e) the transfers dated 3 March 1988 and 7 November 1988 both in favour of Peter David Pimm of Unit 8 Borelli Yard;
- (f) the transfer dated 4 March 1988 in favour of Monogram Properties Limited of Unit 9 Borelli Yard;
- (g) the transfer dated 8 March 1988 in favour of Philip Anthony Ridgway and others of Unit 10 Borelli Yard;
- (h) the transfer dated 3 March 1988 in favour of Herbert David Loader and Beatrice Karen Loader of Unit 11 Borelli Yard;
- (i) the transfer dated 9 March 1988 in favour of Sir Frederick Ambrose Stuart Wood and Jeremy Edward Frederick Wood of Unit 12 Borelli Yard

and contained in any deeds of covenant supplemental to any of the above.

12 Freehold property known as 25 Long Garden Walk East and land to the west of Long Garden Walk West Farnham Waverley Surrey registered at H M Land Registry with Title Absolute under Title Nos SY598990 and SY598991 together with rights of way (on foot and with vehicles) over Long Garden Walk East and together with the benefit of the easements covenants and other provisions contained in the following transfers:

- (a) the transfer dated 31 March 1989 in favour of Anne Christopher and Linda Spackman of the land at the rear of Unit B Long Garden Walk East;
- (b) the transfer dated 14 November 1989 in favour of FT International Limited of the land at the rear of Unit C Long Garden Walk East;
- (c) the transfer dated 27 March 1991 in favour of Simon David Faulkner of 1 Long Garden Place;
- (d) the transfer dated 19 August 1992 in favour of Phillipa Anne Murphy of 2 Long Garden Place;
- (e) the transfer dated 23 March 1990 in favour of Shaun Edward Guy Kent of 3 Long Garden Place;
- (f) the transfer dated 2 August 1991 in favour of Grahame William Oswin and Anne Janafred Oswin of 4 Long Garden Place;
- (g) the transfer dated 14 June 1991 in favour of Daphne Vera White of 5 Long Garden Place

and contained in any deeds of covenant supplemental to any of the above.

Part IV
Edradynate Limited

13 Leasehold property known as Bramley Bramley Business Centre Eastwood Road Bramley Waverley Surrey registered at H M Land Registry with Title Absolute under Title No SY614251 for the residue of the term of 125 years from 1 January 1991 granted by a lease dated 1 January 1991 between The County Council of Surrey (1) Kents Developments Limited (2) and Allamanda Estates Limited (3).

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

Continuation sheet No 5
to Form No 395 and 410 (Scot)

CHFP025

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Company Number

255065

Name of Company

W & H ELLIOTTS LIMITED

Limited*

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

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

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14 Freehold property known as Fountains High Street Odiham Hart Hampshire registered at H M Land Registry with Title Absolute under Title No HP43419.

Part V

Ellis & Sons (Southern) Property Investments Limited

15 Freehold property known as North Barn being land and buildings on the east side of Timber Close Farnham Waverley Surrey registered at H M Land Registry with Title Absolute under Title No SY485809 together with rights of way (on foot and with vehicles) over the land coloured brown on the plan attached to the legal charge.

16 Freehold property known as St Georges Yard Castle Street and The Wool House and other land at Bear Lane Farnham Waverley Surrey registered at H M Land Registry with Title Absolute under Title Nos SY272491, SY393345, SY126074 and SY606043 together with the benefit of the easements covenants and other provisions contained in the following transfers:

- (a) the transfer dated 12 April 1991 in favour of Charles Ivor Thomas Edwards and Joy Mary Edwards of Unit A St Georges;
- (b) the transfer dated 23 February 1990 in favour of Novo Enzyme Products Limited of Unit B St Georges;
- (c) the transfer dated 23 February 1990 in favour of Novo Enzyme Products Limited of Unit C St Georges;
- (d) the transfer dated 21 September 1990 in favour of Hugh Richard Henry and Rosalind Catherine Lovelace Henry of Unit F St Georges;
- (e) the transfer dated 27 March 1992 in favour of Colin Anthony Payne Nicholas John Filose and Prudential Nominees Limited of Unit G St Georges

and under any deeds of covenant supplemental to any of the above.

THE THIRD SCHEDULE
Specific Contracts

JCT Building Contract for Hurlands Close, Farnham, Surrey dated 26 March 1991 between Allamanda Estates Limited (1) and Kents Developments Limited (2)

THE FOURTH SCHEDULE
The Shares

1 2 shares in Hurlands Management Limited one registered in the name of Ellis Campbell Developments Limited and the other in the name of Ellis & Sons Amalgamated Properties Limited

2 2 subscribers shares in St Georges Commercial Management Limited registered in the name of Ellis & Sons (Southern) Investments Limited

THE FIFTH SCHEDULE
The Residential Properties

Ellis & Sons Fourth Amalgamated Properties Limited
(comprised in Title No HP278490)

- 2 8 Cliffe Avenue Hamble Hampshire
- 3 10 Cliffe Avenue Hamble Hampshire
- 4 15 Cliffe Avenue Hamble Hampshire
- 5 16 Cliffe Avenue Hamble Hampshire
- 6 17 Cliffe Avenue Hamble Hampshire
- 7 19 Cliffe Avenue Hamble Hampshire
- 8 21 Cliffe Avenue Hamble Hampshire
- 9 25 Cliffe Avenue Hamble Hampshire
- 10 28 Cliffe Avenue Hamble Hampshire
- 11 35 Cliffe Avenue Hamble Hampshire

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

Continuation sheet No 6
to Form No 395 and 410 (Scot)

CHFP025

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Company Number

255065

Name of Company

W & H ELLIOTTS LIMITED

Limited*

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

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

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12	45	Cliffe Avenue	Hamble	Hampshire
13	46	Cliffe Avenue	Hamble	Hampshire
14	50	Cliffe Avenue	Hamble	Hampshire
15	51	Cliffe Avenue	Hamble	Hampshire
16	54	Cliffe Avenue	Hamble	Hampshire
17	7	Chalmers Way	Hamble	Hampshire
18	11	Chalmers Way	Hamble	Hampshire
19	17	Chalmers Way	Hamble	Hampshire
20	20	Chalmers Way	Hamble	Hampshire
21	23	Chalmers Way	Hamble	Hampshire
22	24	Chalmers Way	Hamble	Hampshire
23	26	Chalmers Way	Hamble	Hampshire
24	29	Chalmers Way	Hamble	Hampshire
25	2	Hardwicke Way	Hamble	Hampshire
26	16	Hardwicke Way	Hamble	Hampshire
27	17	Hardwicke Way	Hamble	Hampshire
28	19	Hardwicke Way	Hamble	Hampshire
29	23	Hardwicke Way	Hamble	Hampshire
30	13	Kings Avenue	Hamble	Hampshire
31	17	Kings Avenue	Hamble	Hampshire
32	21	Kings Avenue	Hamble	Hampshire
33	37	Kings Avenue	Hamble	Hampshire
34	39	Kings Avenue	Hamble	Hampshire
35	2	Yorke Way	Hamble	Hampshire
36	8	Yorke Way	Hamble	Hampshire
37	9	Yorke Way	Hamble	Hampshire
38	13	Yorke Way	Hamble	Hampshire
39	14	Yorke Way	Hamble	Hampshire
40	16	Yorke Way	Hamble	Hampshire
41	19	Yorke Way	Hamble	Hampshire
42	21	Yorke Way	Hamble	Hampshire
43	23	Yorke Way	Hamble	Hampshire
44	24	Yorke Way	Hamble	Hampshire
45	39	Yorke Way	Hamble	Hampshire
46	41	Yorke Way	Hamble	Hampshire
47	47	Yorke Way	Hamble	Hampshire
48	55	Yorke Way	Hamble	Hampshire
49	59	Yorke Way	Hamble	Hampshire
50	61	Yorke Way	Hamble	Hampshire
51	63	Yorke Way	Hamble	Hampshire
52	65	Yorke Way	Hamble	Hampshire
53	67	Yorke Way	Hamble	Hampshire
54	71	Yorke Way	Hamble	Hampshire
55	79	Yorke Way	Hamble	Hampshire
56	87	Yorke Way	Hamble	Hampshire

Ellis & Sons Amalgamated Properties Limited

(comprised in Title Nos MX748456 MX74675 NGL270862 MX74857 MX77105
MX77101 MX77100 MX77103 MX77099 MX77102 MX77098 MX76930 MX70153 MX74674
MX74673 and NGL117275 and including its leasehold interests in the same
properties granted by leases dated 6 April 1936)

57	4	Brinsley Road	Harrow	Greater London
58	6	Brinsley Road	Harrow	Greater London
59	8	Brinsley Road	Harrow	Greater London
60	11	Brinsley Road	Harrow	Greater London
61	15	Brinsley Road	Harrow	Greater London
62	21	Brinsley Road	Harrow	Greater London
63	27	Brinsley Road	Harrow	Greater London
64	29	Brinsley Road	Harrow	Greater London
65	32	Brinsley Road	Harrow	Greater London
66	60	Charlton Road	Harrow	Greater London
67	66	Charlton Road	Harrow	Greater London
68	72	Charlton Road	Harrow	Greater London
69	76	Charlton Road	Harrow	Greater London
70	80	Charlton Road	Harrow	Greater London

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

Continuation sheet No 7
to Form No 395 and 410 (Scot)

CHFP025

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Company Number

255065

Name of Company

W & H ELLIOTTS LIMITED

Limited*

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

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

Please complete
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71 82 Charlton Road Harrow Greater London
72 86 Charlton Road Harrow Greater London
73 90 Charlton Road Harrow Greater London
74 94 Charlton Road Harrow Greater London
75 96 Charlton Road Harrow Greater London
76 98 Charlton Road Harrow Greater London
77 104 Charlton Road Harrow Greater London
78 106 Charlton Road Harrow Greater London
79 112 Charlton Road Harrow Greater London
80 246 Charlton Road Harrow Greater London
81 1 Cypress Road Harrow Greater London
82 31 Darcy Gardens Harrow Greater London
83 35 Darcy Gardens Harrow Greater London
84 37 Darcy Gardens Harrow Greater London
85 38 Darcy Gardens Harrow Greater London
86 46 Darcy Gardens Harrow Greater London
87 50 Darcy Gardens Harrow Greater London
88 52 Darcy Gardens Harrow Greater London
89 63 Darcy Gardens Harrow Greater London
90 66 Darcy Gardens Harrow Greater London
91 68 Darcy Gardens Harrow Greater London
92 71 Darcy Gardens Harrow Greater London
93 73 Darcy Gardens Harrow Greater London
94 75 Darcy Gardens Harrow Greater London
95 82 Darcy Gardens Harrow Greater London
96 83 Darcy Gardens Harrow Greater London
97 85 Darcy Gardens Harrow Greater London
98 86 Darcy Gardens Harrow Greater London
99 88 Darcy Gardens Harrow Greater London
100 92 Darcy Gardens Harrow Greater London
101 94 Darcy Gardens Harrow Greater London
102 53 Roxeth Green Avenue Harrow Greater London
103 20 St Pauls Avenue Harrow Greater London
104 32 St Pauls Avenue Harrow Greater London
105 44 Toorack Road Harrow Greater London
106 50 Toorack Road Harrow Greater London
107 64 Toorack Road Harrow Greater London
108 84 Toorack Road Harrow Greater London
109 92 Toorack Road Harrow Greater London

Ellis & Sons Third Amalgamated Properties Limited
(comprised in Title No HP530679)

110 39 Cliffe Avenue Hamble Hampshire

NOTES:

1 The legal charge provides that the Company will not create or permit to subsist any mortgage charge pledge lien or other encumbrance whatsoever upon the Mortgaged Property or any other asset charged by the legal charge nor convey assign or transfer the whole or any part of the Mortgaged Property nor contract to do so

2 The legal charge provides that the Company will not create any charge or debenture pledge or other encumbrance affecting any of the property or assets undertaking or goodwill of the Company whether presently owned or subsequently acquired, nor raise any loans or borrow any money (with the exception of any lending and borrowing between the Borrower and the Mortgagors up to a limit of £2,500,000) other than from the mortgagee nor to give any guarantee indemnity or other assurance against financial loss other than to the mortgagee without first obtaining the consent in writing of the mortgagee which consent shall not be unreasonably withheld

Please do not
write in this
binding margin

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

Continuation sheet No 8
to Form No 395 and 410 (Scot)

CHFP025

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

Company Number

255065

Name of Company

W & H ELLIOTTS 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

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

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 The Legal Charge provides that as regards the Rents the Company will promptly and efficiently get in and realise the Rents in the ordinary course of its business, (as the mortgagee may from time to time in its sole and absolute discretion require) pay the proceeds of getting in and realising the Rents into an account of the Borrower or the relevant Mortgagor with the mortgagee or of the mortgagee sub-designated as the Borrowers or the relevant Mortgagors account at some other bank nominated for the purposes of the Legal Charge from time to time by the Lender, not withdraw the credit balance on any such account or otherwise use the proceeds of the Rents without the mortgagees written approval, not without the prior written approval of the mortgagee release exchange compound set-off or grant time or indulgence in respect of the Rents, and not without the prior written approval of the mortgagee sell factor discount or otherwise deal with or dispose of all or any of the Rents

4 The Legal Charge provides that in addition and without prejudice to any general lien or similar right which the mortgagee may be entitled to at law the mortgagee may at any time without notice to the Borrower or the Mortgagors combine or consolidate all or any of the Borrowers and/or each Mortgagors accounts with any liabilities to the mortgagee and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the Borrowers and/or any of the Mortgagors liabilities to the mortgagee on any other account or in any respect whether such liabilities be actual or contingent primary or collateral joint or several

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00255065

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 3rd JUNE 1999 AND CREATED BY W.& H.ELLIOTTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO LLOYDS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th JUNE 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th JUNE 1999.

h.c
2/12



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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