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CHFP004

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this marginPlease 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

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)**395**

For official use

Company number

(19)

01435810

Name of company

* F J Chalcroft (Construction) Limited

Date of creation of the charge

11 May 2007

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

Mortgage

Amount secured by the mortgage or charge

1 All money and liabilities whether actual or contingent (including further advances made hereafter by the Bank and secured directly or indirectly by the Mortgage) which are now or at any time hereafter may be due, owing or incurred from or by the Company to the Bank anywhere or for which the Company may be or become liable to the Bank in any manner whatsoever without limitation (and whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to come other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law, and

Cont

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

Lloyds TSB Bank plc (the "Bank")

Corporate Customer Service Dept, 4th Floor, 6/7 Park Row, Leeds

Postcode LS1 5LB

Presenter's name address and
reference (if any)

Hawes Percival
DX 5280
NORWICH
RPC.

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

SATURDAY



A20

AB44EPOK

19/05/2007

COMPANIES HOUSE

3

Short particulars of all the property mortgaged or charged

- 1 By way of legal mortgage with full title guarantee, the land & offices on the west side of Hamlin Way, Kings Lynn, Norfolk, PE30 4NG ("the Property") together with the beneficial interest of the Company in the Property and to any proceeds of sale or other realisation thereof
- 2 By way of assignment, with full title guarantee, all amounts now or hereafter owing to the Company by way of rent, rent charge, licence fee, service charge, dilapidations or otherwise by any tenant, licensee or occupier (in any such case whether present or future) of the Property, and by way of rent deposit or purchase deposit relating to the Property together with, in each case, the proceeds thereof and all rights to recover the same, subject to re-assignment on payment of all the Secured Obligations
- 3 By way of fixed charge, with full title guarantee, all present and future book and other debts, other monetary claims and choses in action owing or belonging to the Company and arising in connection with the Property or any business at any time carried on thereat and the proceeds thereof including (without limitation)
 - (i) any amounts owing to the Company by way of rent, rent charge, licence fee, service charge, dilapidations by any tenant or licensee (in each case whether present or future) of the Property and any ground rents, rent-charges, rent deposits, purchase deposits and the proceeds of insurance claims owing to the Company in connection with Property (and, in each case, the proceeds thereof),
 - (ii) any amounts owing or which may become owing to the Company under any building, construction or development contract entered into in connection with the Property or by virtue of the Company's rights under any retention or other trusts in connection therewith, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof),

Cont

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

SA Haly

Date 11 MAY 2007

On behalf of [company] (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 are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)
Particulars of a mortgage or charge
(continued)

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

Company number

01435810

**Please complete
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Name of company

F J Chalcroft (Construction)	Limited *

* delete if
inappropriate

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

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2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Company or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select, and

3 commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Mortgage (including any acts necessary to release the property secured by the Mortgage) or in enforcing the security hereby created on a full and unqualified indemnity basis, and

4 fees charged by the Bank for the time spent on the Bank's officials, employees or agents in dealing with any matter relating to the Mortgage. Such fees shall be payable at such rate as may be specified by the Bank

(together "the Secured Obligations")

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

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

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(iii) all book and other debts which are purchased or purported to be purchased by the Bank pursuant to any debt purchase, invoice discounting or other financing arrangement relating to the purchase of any debts for the time being in force between the Company and the Bank but which fail to vest absolutely and effectively in the Bank for any reason ("the Non Vesting Debts") and

(a) all security, bonds, guarantees and indemnities in relation to the Non Vesting Debts,

(b) the right to demand, sue for, recover, receive and give receipts for all amounts due and to become due under the contract or arrangement under which the Non Vesting Debts arise,

(c) the benefit of all covenants and undertakings from, and all causes and rights of action against, the debtor in respect of the amounts due and to become due under the contract or arrangement under which the Non Vesting Debts arise, and

(d) all ledgers documents computer or electronic data (including operating systems) recording or evidencing the Non Vesting Debts

4 By way of a floating charge, with full title guarantee, all present and future stock, goods, moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or about (but not forming part of) the Property belonging to the Company or in which the Company has any interest ("the Chattels")

5 By way of assignment, with full title guarantee, the goodwill of the business (if any) now or at any time hereafter carried on by the Company at the Property and the full benefit of all present and future licences (if any) (including any permits, licences, authorisations consent or other approval required by or given pursuant to any Environmental Law (as defined) to the extent they are capable of being charged) held in connection with any business at any time carried on by the Company at the Property and also the full right to recover and receive all compensation which may at any time become payable to the Company by virtue of the Licensing Act 1964 or any other statutory enactment, subject to reassignment upon payment of the Secured Obligations

6 By way of fixed charge, with full title guarantee, where the Company (by virtue of an estate or interest in the Property) is or becomes entitled to a share or shares in any company connected with the Property, the entitlement to such share or shares, and such share or shares when issued and all rights, benefits and advantages at any time arising in respect of the same

7 By way of assignment, with full title guarantee

(i) all present and future copyrights, patents, designs, trademarks, service marks, brand names, inventions, design rights, know-how, formulas, confidential information, trade secrets, computer software programmes, computer systems and all other intellectual property rights whatsoever without limitation, whether registered or unregistered, in all or any part of the world in which the Company is legally, beneficially or otherwise interested,

(ii) the benefit of any pending application for the same and all benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom and all licences in respect of or relating to any intellectual property rights, whether such licences are granted to the Company or granted by the Company, and

(iii) every item of physical material of any description or type whatever in or in respect of which intellectual property rights may subsist and in respect of each such item the original copy or version or variant owned by, produced by or delivered to or obtained by the Company and any rejected and surplus materials associated or connected with or forming part of the foregoing which shall include, without limitation, and all manuals and translations thereof, log books, designs, sketches, algorithms, calculations, diagrams, computations, source codes, models, prototypes, apparatus, computer programmes, photographs, books and other records in any medium, electronic data and any other material of any description whatever in which intellectual property may be incorporated that arise in connection with the business (if any) now or at any time hereafter carried on by the Company at the Property, subject to reassignment on payment of the Secured Obligations

Note 1 The Company will not without the prior written consent of Bank

(a) sell, assign, licence, sub-licence, discount, factor or otherwise dispose of or deal in any other way with the property detailed at 1 to 7 above (other than the Chattels),

(b) sell or otherwise dispose of all or any part of the Chattels except by way of sale, assignment, licence or sub-licence in the ordinary course of business,

(c) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever of the property detailed at 1 to 7 above, or

Note 2 The Debenture gives the Bank power to appoint a Receiver of all or any of the property detailed at 1 to 7 above and/or an administrator of the Company

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 01435810

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DATED THE 11th MAY 2007 AND CREATED BY F J. CHALCROFT (CONSTRUCTION) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th MAY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th MAY 2007



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES