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legibly, preferably
in block type, or
bold block lettering

COMPANIES FORM No. 395
Particulars of a charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

M 5116

For official use Company number

[] [] [] []

2287434

Name of company

ELVINGTON PROPERTIES

Limited

Date of creation of the charge

15th May 1991

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

Floating Charge

Amount secured by the mortgage or charge

All monies now due or hereafter to become due or from time to time accruing due from the Company to the Bank upon any account and in any manner whatsoever.

Short particulars of all the property mortgaged or charged

All the undertaking, property and assets of the Company Whatsoever, and wheresoever, present and future.

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

BARCLAYS BANK PLC
54 LOMBARD STREET
LONDON EC3P 3AH

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

4/6
COMPANY AND CREDIT
INFORMATION SERVICES
BARCLAYS BANK PLC
P.O. BOX NO. 120, LONGWOOD CLOSE
WESTWOOD BUSINESS PARK
COVENTRY CV4 8JN

For official use
Mortgage section

REGISTERED

-3 JUN 1991



4 JUN 1991

Time critical reference

Particulars as to commission, allowance or discount

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FOR BARCLAYS BANK PLC

Signed

Date

28 MAY 1991

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

Designation of position in relation to the company: ^{MANAGER} COMPANY AND CREDIT INFORMATION SERVICES

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 15th MAY 1991
and created by ELVINGTON PROPERTIES LIMITED

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

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 3rd JUNE 1991

Given under my hand at the Companies Registration Office,
Cardiff the 7th JUNE 1991

No. 2287434

P. Stoneman
P. STONEMAN

an authorised officer

C.69a

df
7/6
mm

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COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
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bold block
lettering

*Insert full name
of company

To the Registrar of Companies

For official use Company number

Name of company

* ELVINGTON PROPERTIES LIMITED ("the Company")

2287434

Date of creation of the charge

24th May 1991

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

Composite Guarantee and Debenture made between the Company and Others
(1) Lloyds Bank Plc ("the Bank") (2) ("the Debenture")

Amount secured by the mortgage or charge

(i) All moneys and liabilities at any time due, owing or incurred by
the Company to the Bank; and
(ii) All moneys and liabilities at any time due, owing or incurred by
all or any of Clayform Properties Plc, Clayform Developments Limited
and Clayform Property Investments Limited.

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

LLOYDS BANK PLC acting through its lending office at

St. Georges House, PO Box 787, 6/8 Eastcheap

London

Postcode

EC3M 1LL

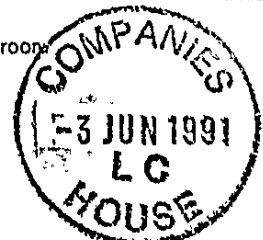
5 JUN 1991

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

CAMERON MARKBY HEWITT
Sceptre Court
40 Tower Hill
London EC3N 4BB
(Ref. CAG/X2244/5931)

For official use
Mortgage section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

1. By way of fixed charge (which so far as it relates to the freehold or leasehold land set out in the Schedule below being vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) the following:

- (a) the freehold and leasehold property of the Company both present and future including all buildings and fixtures (including trade fixtures), fixed plant and machinery from time to time on any such property and all vendor's liens, mortgages, charges, options, agreements, and rights titles and interests (whether legal or equitable) in or over land of whatever description both present and future;
- (b) all book debts both present and future due or owing to the Company and the benefit of all rights relating thereto including (but not limited to) negotiable instruments legal and equitable charges and reservation of proprietary rights of tracing and unpaid vendors' liens and similar and associated rights;
- (c) all other monetary debts and claims (including without limit deposits and credit balances held by the Company with any bank from time to time) both present and future (including things in action which give rise or may

continued

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed Ameron Markby Hewitt Ameron Markby Hewitt

Date 3 June 1991

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.

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

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

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

Company number

2287434

Please complete
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bold block lettering

Name of company

ELVINGTON PROPERTIES LIMITED ("the Company")

Limited*

*Delete if
inappropriate

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

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

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

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

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give rise to a debt or debts) due or owing or which may become due or owing to the Company and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing such rights as are described in (b) above and all copy rights, patents, trademarks, inventions, design rights, knowhow and other intellectual property rights and the benefit of any pending applications for the same and all benefits deriving therefrom including but not limited to royalties, fees, profit sharing, agreements and income arising therefrom then or any time thereafter belonging to the Company;

(d) (i) all stocks, shares and other interests (including but not limited to loan capital indebtedness or liabilities on any account or in any manner owing to the Company) both present and future of the Company in (and from) any company in which the Company then had or may thereafter have any shareholding or interest; and

(ii) the full benefit of all stocks, shares and securities which or the certificates of which then or may at any time thereafter be lodged with the Bank or held by the Bank or its agents or transferred to or registered in the name of the Bank or in its agent or nominee; and

(iii) all rights in respect of or incidental to the property described at (d) (i) and (ii)

(iv) all stocks, shares, rights, moneys or property accruing or offered at any time by way of conversion, redemption, bonus, preference option or otherwise to or in respect of any securities including all dividends, interest and other income payable in connection therewith;

(e) the goodwill and the uncalled capital of the Company both present and future.

2. By way of floating charge the undertaking and all property and assets of the Company both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and the property described therein (if and insofar as the charges thereon or on any part or parts thereof therein contained shall for any reason be ineffective as fixed charges).

<u>Property</u>	<u>THE SCHEDULE</u>	<u>Freehold/Leasehold</u>	<u>Title No.</u>
Land lying to the north west side of Whaddon Road, Shenley		Freehold	BM140188
Shenley Common Farm, Whaddon		Freehold	BM96692

NOTE

The Company covenants in the Debenture that it will not without the consent in writing of the Bank create or allow to subsist any specific or other mortgage debenture or charge or lien (save for a lien arising by operation of law in the ordinary course of business) upon the undertaking, assets, properties, revenues rights and benefits or any part thereof charged by the Company under the Debenture.

Cameron Markby HEWITT

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**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 24th MAY 1991
and created by ELVINGTON PROPERTIES LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing 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 I Part XII of the Companies Act
1985, on the 3rd JUNE 1991

Given under my hand at the Companies Registration Office,
Cardiff the 7th JUNE 1991

No. 2287434

P. Jones
AG

P. Jones
P. JONES

an authorised officer

C.69a(Y3)