

# M

CHFP025

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legibly, preferably  
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\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

A fee of £10 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

2777292

Name of company

\* Ellis Fairbank Limited (the "Company")

Date of creation of the charge

20 July 2001

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

A Legal Charge granted by Ellis Fairbank Limited (1) and The Governor and Company of the Bank of Scotland (the "Bank") (the "Legal Charge").

Amount secured by the mortgage or charge

All sums of monies owed and all liabilities or obligations to be carried out to the Bank at any time from time to time (the "Secured Liabilities")

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

The Governor and Company of the Bank of Scotland  
116 Wellington Street  
Leeds

Postcode LS1 4LT

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

Hammond Suddards Edge  
2 Park Lane  
Leeds  
LS3 1ES

kwalters/forms/f3952.j18

Time critical reference

For official Use  
Mortgage Section

Post room



HLE  
COMPANIES HOUSE

0251  
23/07/01

Short particulars of all the property mortgaged or charged

The Company charges to the Bank as a continuing security and with full title guarantee for the payment or discharge of the Secured Liabilities:

(a) by way of legal mortgage the Property Acacia House, 2 Manor Road, Horsforth, Leeds West Yorkshire registered with title number WYK666673 (the "Property")

(b) by way of fixed charge all buildings and other structures on, and items fixed to, the Property.

(c) by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property.

(d) by way of fixed charge all plant, machinery and other items affixed to and forming part of the Property on or at any time after the date of the Charge;

(e) by way of assignment the Rental Sums together with the benefit of all rights and remedies of the Borrower relating to them to hold to the Bank absolutely subject to redemption upon repayment of the Debt;

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Particulars as to commission allowance or discount (note 3)

N/A

Signed Hammond Liddards Edge Date 23 July 2001

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

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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

2777292

Name of Company

Ellis Fairbank Limited (the "Company")

Limited\*

\* delete if  
inappropriate

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

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

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(f) by way of fixed charge the proceeds of any claim made under any insurance policy relating to any of the property charged under this Charge.

(g) by way of a floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of this Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property.

Definitions:

"Borrower" means the Company.

"Conditions" means the Bank's Commercial Charge Conditions (1995 Edition) (filed at H M Land Registry under reference MD308F/01).

"Debt" means all sums of money owed and all liabilities or obligations to be carried out to the Bank at any time and from time to time by a Debtor whether:

(a) they arise before or after the Bank has demanded that they are repaid or carried out;

(b) they are owed or to be carried out immediately or only after a stated event has occurred;

(c) the Debtor owes or is to carry them out on his own or jointly with any other persons;

(d) the Debtor owes or is to carry them out on his own account or as guarantor for other persons; together with Interest upon them and Expenses relating to them.

"Debtor" means any and every person (whether the Borrower, or Owner or either of them) who has agreed to repay a Debt to the Bank.

"Expense" or "Expenses" means the total of the following:

(a) any commission and other charges which the Bank may from time to time charge to the Borrower in the ordinary course of the Bank's business in respect of the Debt or any service provided by the Bank to the Borrower;

(b) any costs, charges, premiums, fees and expenses incurred from time to time by the Bank and the Receiver under these Conditions and which are either repayable by the Borrower under these Conditions or are incurred in the exercise by the Bank or the Receiver of their powers under these Conditions.

(c) any costs, charges and expenses incurred by the Bank or the Receiver in connection with the Bank or the Receiver doing anything to protect the Mortgage or to obtain possession of or sell or deal (in any other way allowed by these Conditions) with the Property;

together with Value Added Tax upon such sums where appropriate.

"Interest" means any sum of money payable to the Bank by way of interest upon the Debt.

"Owner" means the person who is referred to in the Charge as the Owner and also:

(a) the Owner's personal representatives; and

(b) any person to whom the Owner's interest in all or part of the Property has been transferred or otherwise disposed of without such interest first being released from the effect of the Charge.

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

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

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

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"Rental Sums" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Chargor pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses.

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and the Company applies (and will apply), to the Chief Land Registrar for a restriction to be entered on the register of title of all present and future registered freehold and leasehold property of the Company in the following terms:

"Except under an order of the Registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor for the time being of the charge hereby created".

Not to create or attempt to create or allow to be created or to exist (whether by a specific agreement imposed by rule of law or Act of Parliament) any charge or lien of any kind over the Property without the prior written consent of the Bank.

NB.

The terms of the Legal Charge enable the Bank to appoint a receiver.

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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. 02777292

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 20th JULY 2001 AND CREATED BY ELLIS FAIRBANK PLC FOR SECURING ALL MONIES AND LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY (FORMERLY KNOWN AS ELLIS FAIRBANK LIMITED) TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd JULY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th JULY 2001.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

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