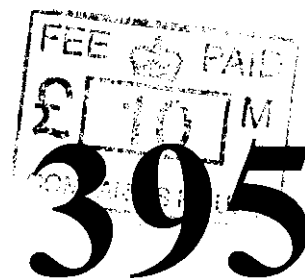


ALL 1SH £10

504 979

M COMPANIES FORM No. 395



Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company Number

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

	1	1	3425284
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Name of company

*insert full name of company

*TOPAZ DEVELOPMENTS LIMITED

Date of creation of the charge

1st DECEMBER 2000

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

LEGAL MORTGAGE (OWN ACCOUNT)

Amount secured by the mortgage or charge

All sums of money which the may now or at any time in the future own to Yorkshire bank PLC (the "Bank"); and all liabilities which the Company may now or at any time in the future owe to the bank.

The sums of money and liabilities referred to above shall include:

- * sums and liabilities due or owing by the Company along and/or jointly with any other person;
 - * sums and liabilities owed as guarantor, indemnifier or security giver for any other person
 - * sums and liabilities which may or may not become payable depending on the outcome of future events including any sums and liabilities which would become payable on demand by the Bank.
 - * sums and liabilities owed by the Company to another person, the rights to which have been transferred to the Bank
 - * sums and liabilities owed on current or any other account
 - * interest at the applicable rate or rates the Bank agrees with the Company from time to time in respect of any sum of money or liability and if no rate has been agreed between the Bank and the Company for any particular sum of money or liability, interest at such rate as the Bank may select from the rates agreed between the Bank and the Company in respect of any other sum of money or liability, in all circumstances, computed and compounded as agreed between the Company and the Bank, or if there is no agreement, in accordance with the Bank's current practice from time to time, both before and after any judgement is obtained by the Bank.
- banking charges and all costs and expenses (including the Bank's own internal management and administrative costs and legal costs on a full indemnify basis) incurred by the Bank or any receiver appointed by the Bank in exercising the Bank's rights or the receiver's rights under the Legal Mortgage, calculated as agreed between the Company and the Bank, or if there is not agreement, in accordance with the Bank's current practice from time to time.

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

YORKSHIRE BANK PLC whose registered office is at 20 Merrion Way, Leeds, LS2 8NZ

Presenter's name address and reference (if any):
Denny Sutton & Swan
DX 12852
Wellingborough

For official Use
Mortgage Section



Short particulars of all the property mortgaged or charges

1. The Company charges to the Bank by way of legal mortgage the property described in Schedule 1 below (the "Property")
2. The Company assigns to the Bank
 - * any option to purchase or right of pre-emption to acquire the freehold or superior leasehold or to have a new lease of the Property
 - * any proceeds of sale, letting or other disposition of the Property
 - * any guarantees, insurance or compensation monies relating to the Property or any authorisation, permit, registration certificate or licence of any kind in force in connection with the Property
 - * any share or membership rights in a residents' association or management company relating to the Property, and
 - * any other benefit or right of any kind relating to the Property, its use, construction or title
3. The Company assigns to the Bank the goodwill belonging to the Company of all businesses from time to time carried on at the Property with the benefit of all authorisations, permits, registration certificates or licences of any kind which the Company may hold in connection with such businesses.
4. The Company also charges to the Bank:
 - 4.1 by way of fixed charge the equipment and goods (if any) listed in Schedule 2 and all other fixtures, fittings, plant and machinery which may from time to time be erected on or affixed to the Property, and
 - 4.2 by way of floating charge on other moveable plant, machinery, furniture, equipment, goods and other effects which from time to time on the Property.

Note:

A The Bank may at any time by written notice to the Company convert the floating charge over any assets specified in the notice into a fixed charge.

B The Legal Mortgage contains a prohibition on the Company creating or allowing any mortgage, charge, pledge, lien, assignment by way of security or other security interest of any kind on the Property

Please do not write in the this margin

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

Schedule 1

The Property

33 Redruth Close Delapre Northampton

Schedule 2

The equipment and goods subject to fixed charge

None

[if none, specify "None"]

Signed

Date 1st December 2000

On behalf of ~~(Company)~~ (Chargee)

* delete as appropriate



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03425284

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE (OWN ACCOUNT) DATED THE 1st DECEMBER 2000 AND CREATED BY TOPAZ DEVELOPMENTS LTD. FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO YORKSHIRE BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th DECEMBER 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th DECEMBER 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



COMPANIES HOUSE

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