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## COMPANIES FORM No. 395 Particulars of a mortgage or charge

# 395

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

CHA 116

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

To the Registrar of Companies

For official use

Company number

[ 13 ]

3188850

Name of company

\* FINSTOP LIMITED

\* insert full name of company

Date of creation of the charge

27 September 1996

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

Guarantee and debenture (the "Guarantee and Debenture") dated 27 September 1996 between (1) Finstop Limited (the "Company"), (2) Darrington Quarries Limited (together the "Companies") and Barclays Bank PLC (the "Bank").

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 such demand) be due owing or incurred by it to the Bank pay or discharge to the Bank all moneys and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred by any other Company to the Bank except any moneys or liabilities due owing or incurred by such other Company as Guarantor for the Company firstly referred to in either case whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Companies' accounts and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained under the "Guarantee and Debenture".

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

Barclays Bank PLC (the "Bank")  
PO Box 39  
1 Wood Street  
Wakefield, WF1 2EA

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

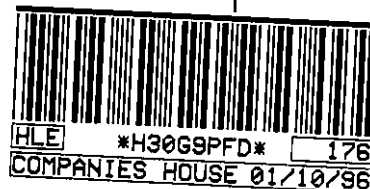
Hammond Suddards  
2 Park Lane  
Leeds  
LS3 1ES  
DX 26441

finstop.lfd sam.docs

Time critical reference

For official use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

(a) by way of legal mortgage all the freehold and leasehold property of the Company the title to which is registered at HM Land Registry and which is described opposite its name in the Schedule hereto together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;

(b) by way of legal mortgage all other freehold and leasehold property of the Company now vested in it (whether or not registered at HM Land Registry) and which is described opposite its name in the Schedule hereto together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;

(c) by way of first fixed charge all future freehold and leasehold property of the Company together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and all the goodwill and uncalled capital for the time being of the Company;

(d) by way of first fixed charge all book debts and other debts now and from time to time due or owing to the Company;

(e) by way of first floating charge all the other undertaking and assets of

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Particulars as to commission allowance or discount (note 3)

NIL

Signed

*Hammond Suddards*

Date

*30-9-16*

*Stickers*

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.

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

Please do not  
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binding margin

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

CHA 116

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

Company Number

3188850

Name of Company

FINSTOP LIMITED

~~Limited~~

\* delete if  
inappropriate

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

[Empty box for description of the instrument]

The following expressions have the following meanings:-

"Guarantor" means either of the Companies insofar as it covenants under the Guarantee and Debenture to pay or discharge moneys due or owing from or liabilities the other Company to the Bank; and "Guarantors" and "Guarantee" shall be construed accordingly;

"Principal" means either of the Companies insofar only as it owes moneys or has incurred liabilities to the Bank otherwise than as a Guarantor.

Please do not  
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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**

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the Company whatsoever and wheresoever both present and future but so that the Company is not to be at liberty to create any mortgage or chargeupon and so that no lien shall in any case or in any manner arise on or affect any part of the said premises either in priority to or pari passu with the charge hereby created and further that the Company shall have no power without the consent of the Bank to part with or dispose of any part of such premises except by way of sale in the ordinary course of its business.

NOTE:

Any debentures mortgages of charges hereafter created by the Company (otherwise than in favour of the Bank) shall be expressed to be subject to the Guarantee and Debenture. The Companies shall subject to the rights of any prior mortgagee deposit with the Bank and the Bank during the continuance of this security shall be entitled to hold all deeds and documents of title relating to the Companies' freehold and leasehold property for the time being and any Company shall on demand in writing made to it by the Bank at its own cost execute a valid legal mortgage of any freehold and leasehold properties acquired by it after the date hereof and the fixed plant and machinery thereon to secure the payment and discharge to the Bank of the moneys and liabilities secured such legal mortgage to be in such form as the Bank may require.

<u>Plan Number</u>	<u>Parcel Number</u>	<u>Description</u>
1	1	All that freehold property at Cridling Stubbs as shown edged red on the attached plan marked "Plan 1" being the property comprised in a Conveyance dated 20 May 1957 between Arthur William Downham (1) and Darrington Quarries Limited (2)
1	4	All that freehold property at Darrington Leys, Darrington as shown edged red on the attached plan marked "Plan 2" being the Property comprised in a Conveyance dated 10 October 1963 between The Master Fellows and Scholars of the College of the Lady Frances Sidney Sussex (1) and Darrington Quarries Limited (2)
1	5 and 5A	All that freehold property at Cridling Stubbs shown edged red on the attached plan marked "Plan 3" being part of the property comprised in a Conveyance dated 20 June 1972 between Arthur William Downham (1) and Darrington Quarries Limited (2)
1	6	All that freehold land on the north and south side of Stubbs Lane, Darrington Parish and Cridling Stubbs Parish as shown edged on the attached plan marked "Plan 4" being part of the property registered under Title Number WYK 30612
1	7	All that freehold property at Scrombeck Farm, Darrington as shown edged red on the attached plan marked "Plan 5" being part of the property comprised in a Conveyance dated 10 April 1968 between Lawrence Lancaster and Joyce Lancaster (1) and Darrington Quarries Limited (2)
1	11	All that freehold property at Cridling Stubbs, Darrington as shown edged red on the attached plan marked "Plan 6" being the property comprised in a Conveyance dated 9 May 1974 between Arthur William Downham (1) and Darrington Quarries Limited (2)
1	12	All that freehold property at Cridling Stubbs, Darrington as shown edged red on the attached plan marked "Plan 7" being the property comprised in a Deed of Exchange dated 6 September 1974 between EA & AG Brown Limited (1) and Darrington Quarries Limited (2)
1	15	All that freehold land and buildings on the east side of Leys Lane, Darrington Parish and Cridling Stubbs Parish, Wakefield as shown edged red on the attached plan marked "Plan 8" being the property registered under Title Number WYK53644
1	15A	All that freehold land on the west side of Leys Lane, Darrington Parish and Cridling Stubbs Parish as shown edged red on the attached plan marked

<u>Plan Number</u>	<u>Parcel Number</u>	<u>Description</u>
		"Plan 9" being part of the property registered under Title Number WYK 194765
1	15B	All that freehold land at Darrington Leys Farm, Darrington as shown edged red on the attached plan marked "Plan 10" all of which property is registered under Title Number WYK 212335
1	16	All that freehold property at Cridling Stubbs, Darrington as shown edged red on the attached plan marked "Plan 11" being the property comprised in a Conveyance dated 23 April 1976 between Derek William Bagshaw and Philip Douglas Bagshaw (1) and Darrington Quarries Limited (2)
1	18A	All that freehold land at Parkbalk Quarry, Knottingley as shown edged red on the attached plan marked "Plan 12" all of which property is registered under Title Number WYK 160513
1	22	All that freehold land at Cridling Stubbs, Darrington as shown edged red on the attached plan marked "Plan 12A" being the property comprised in a Conveyance dated 25 May 1978 between (1) E A and A G Brown Limited (2) Midland Bank Limited (3) Darrington Quarries Limited
1	23	All that freehold land on the west side of Leys Lane and land lying on the north side of Stubbs Lane, Darrington as shown edged red on the attached plan marked "Plan 13" being part of the property registered under Title Number WYK 200330
1	35	All that freehold property at Stubbs Lane, Cridling Stubbs as shown edged red on the attached plan marked "Plan 14" being the property comprised in a Conveyance dated 5 April 1966 between The Masters Fellows and Scholars of the College of the Lady Frances Sidney Sussex (1) and Derek William Bagshaw and Philip Douglas Bagshaw (2)
1	37	All that freehold land at Stubbs Quarry, Stubbs Lane, Knottingley as shown edged red on the attached plan marked "Plan 15" all of which property is registered under Title Number NYK 38447
1	46	A Deed to quarry and take away limestone at Cridling Stubbs, Knottingley dated 19 June 1995 between Drinkwater Sabey Limited (1) and Darrington Quarries Limited (2) and a Deed to strip and fence the quarrying area at Cridling Stubbs, Knottingley dated 19 June 1995 between Drinkwater Sabey Limited (1) and Darrington Quarries Limited
2	8	All that freehold property at Manor Farm, Sutton as shown edged red on the attached plans marked "Plan 16A" and "Plan 16B" being the property



<u>Plan Number</u>	<u>Parcel Number</u>	<u>Description</u>
		comprised in a Conveyance dated 9 February 1970 between Slater Brothers (Whitley) Limited (1) and Darrington Quarries Limited (2)
2	14	All that freehold land at Manor Farm, Sutton as shown edged red on the attached plan marked "Plan 17" being part of the property registered under Title Number SYK 27885
3		All that freehold land on the south east side of England Lane, Knottingley as shown edged red on the attached plan marked "Plan 18" all of which property is registered under Title Number WYK 150543
4	36	All that freehold land at Byram Park, Brotherton, North Yorkshire, Knottingley as shown edged red on the attached plan marked "Plan 19" being the property comprised in a Indenture dated 30 June 1924 between Airedale Collieries Limited (1) and Yorkshire Electric Power Company (2)
4	L1	All that leasehold property at Byram Park, Brotherton, North Yorkshire as shown edged red on the attached plan marked "Plan 20" being the property comprised in a Lease dated 12 February 1981 between DP McCloy and another (1) and Darrington Quarries Limited (2) as varied by a deed of variation dated 31 December 1987 between (1) and (2)
5	Hinchcliffe & Lockwood (no number)	All the quarries strata seams and beds of limestone which may be got by quarrying and excavation from the surface and open to the daylight and not by underground workings within or under the land forming part of the Home Farm, Skelbrooke, near Doncaster, Knottingley as shown edged red on the attached plan marked "Plan 21" being the property comprised in a Lease dated 14 January 1991 between Walter Lockwood and Annie Lockwood (1) and Darrington Quarries Limited (2)
6	26	All the freehold land at Hensall as shown edged red on the attached plans marked "Plan 22A" "Plan 22B" and "Plan 22C" being the property comprised in a Conveyance dated 26 April 1979 between Mary Rowley (1) and Darrington Quarries Limited (2)
6	28	All the freehold land at Hensall as shown edged red on Plan the attached plans marked "Plan 23A" "Plan 23B", "Plan 23C" and "Plan 23D" being the property comprised in a Conveyance dated 19 December 1979 between Cawood Wharton & Co Limited (1) and Darrington Quarries Limited (2)
6	44	All the freehold land at Hensall as shown edged red on the attached plan marked "Plan 24" all of which property is registered under Title Number NYK 94161
7	19D/2	All the freehold land adjoining the west side and on the east side of Long Lane and land formally known as Jacksons Close on the west side of Long

<u>Plan Number</u>	<u>Parcel Number</u>	<u>Description</u>
		Lane and Brabtee Lane, Kirk Smeaton being the property shown edged red on the attached plans marked "Plan 25A" and "Plan 25B" being the property comprised in a Conveyance dated 11 August 1977 between John Hinchcliffe and Son Limited (1) and Darrington Quarries Limited (2)
7	31	All the freehold land at Kirk Smeaton as shown edged red on the attached plans marked "Plan 26A" and "Plan 26B" being the property comprised in a Conveyance dated 18 February 1972 between Henry Thompson Charles Thompson William Thompson and Frank Philip Thompson (1) Barclays Bank Limited (2) and John Hinchcliffe and Son Limited (3) and the property comprised in a Conveyance dated 14 October 1953 between William Gordon Scholey John William Scholey and Richard Jeffrey Scholey and other (1) and Frank Philip Thompson Charles Thompson William Thompson and Henry Thompson (2)
7	47	All the freehold land on the east side of Long Lane, Kirk Smeaton as shown edged red on the attached plan marked "Plan 27" all of which property is registered under Title Number NYK 172147
7	49	All the freehold land on the south side of Long Lane, Kirk Smeaton as shown edged red on the attached plan marked "Plan 28" all of which property is registered under Title Number NYK 173423
8	19C	All the freehold land on the south side of Moor Lane, Sutton, Selby as shown edged red on the attached plan marked "Plan 29" all of which property is registered under Title Number NYK 38964
8	41	All the freehold land on the south side of Moor Lane, Tadcaster, Selby as shown edged red on the attached plan marked "Plan 30" all of which property is registered under Title Number NYK 100744
8	43	All the freehold land on the south side of the A64 near Red Brick House Farm, Tadcaster, Selby as shown edged red on the attached plan marked "Plan 31" all of which property is registered under Title Number NYK 114704
9	40	All the freehold land on the west side of Eastfield Road, South Killingholme as shown edged red on the attached plan marked "Plan 32" all of which property is registered under Title Number HS 192713

FILE COPY



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 03188850

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE DATED THE 27th SEPTEMBER 1996 AND CREATED BY FINSTOP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR DARRINGTON QUARRIES LIMITED TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 1st OCTOBER 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd OCTOBER 1996.

A handwritten signature in cursive script, appearing to read 'Gordon', with a horizontal line extending to the right. Below the signature, the name 'GORDON' is printed in a small, spaced-out font.

for the Registrar of Companies

DX Sh  
3-10-96



COMPANIES HOUSE

HC026B