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COMPANIES FORM No. 395

367087/78

Particulars of a mortgage or charge

395

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

CHFP025

Please do not write in this margin

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

*insert full name of Company

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

15

5500351

Name of company

* Pinewood Road Developments Limited ("Company")

Date of creation of the charge

14 May 2008

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

Deed of assignment ("Deed") dated 14 May 2008 between (1) S Morgan & Sons Limited (company no 2568627) ("Morgan"), (2) David Morgan, Colin Morgan, Nigel James Morgan and Richard Stanley Morgan ("Morgan Brothers"), (3) the Company (Morgan, Morgan Brothers and the Company are together the "Assignor"), and (4) Barclays Bank PLC as lender ("Lender")

Amount secured by the mortgage or charge

All monies, interest, costs, damages, expenses, obligations and liabilities, past present and future and whether actual or contingent or incurred to the Lender by Morgan ("Secured Sums")

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

Barclays Bank PLC (company no 1026167), 1 Churchill Place, London

Postcode E14 5HP

Presenter's name address and reference (if any)

DLA Piper UK LLP
Princes Exchange
Princes Square
LEEDS
LS1 4BY

AF/54000/120546/19318536 1

Time critical reference

AF

For official Use (02/06)
Mortgage Section

Post room

TUESDAY



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A19

20/05/2008

381

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 The Assignor for the purpose of securing the payment to the Lender of the Secured Sums, assigns and agrees to assign to the Lender all the Assignor's right, title, benefit and interest to the Sale Contract (as defined below) and the Ancillary Documents (as defined below)

2 Upon the final payment to the Lender in full of the Secured Sums the Lender shall at the request and cost of the Assignor assign back to the Assignor the chose in action assigned to the Lender in clause 2.1 of the Deed (detailed at paragraph 1 above)

NOTE 1

The Lender shall be entitled to give notice of the assignment of the Sale Contract and the Ancillary Documents assigned pursuant to the Deed to Hanson. Such notice shall be in the form set out in schedule 1 to the Deed and given in the names of both the Lender and the Assignor, and the Assignor irrevocably and unconditionally authorises the Lender to give such notice on its behalf

Particulars as to commission allowance or discount (note 3)

Nil

Signed 

Date 19 May 2008

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

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 must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

Please do not write in this margin

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

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

† delete as appropriate

5500351

Name of company

*insert full name of Company

* Pinewood Road Developments Limited ("Company")

Addendum 1/4

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

Addendum 2/4

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

Addendum 3/4

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

Addendum 4/4

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

NOTE 2

The Assignor confirms and undertakes to the Lender that

- 1 it will not, without the prior written consent of the Lender, sell, assign, charge or in any other manner deal with the Sale Contract and /or the Ancillary Documents,
- 2 it will notify the Lender of a dispute of any kind between the Assignor and Hanson relating to the Sale Contract and /or the Ancillary Documents,
- 3 it will do or procure to be done each and every act or thing and execute and procure the execution of each and every document which the Lender may from time to time require to be done or executed to enable it to take the full benefit of the Deed,
- 4 it will promptly advise the Lender of the bankruptcy or liquidation of or the appointment of an administrator or administrative receiver (or analogous event in any other jurisdiction) of Hanson,
- 5 it will forthwith notify the Lender upon becoming aware of any step taken by any person to present a petition (or any preliminary step taken with a view thereto) for winding up or bankruptcy (as relevant) in respect of the Assignor,
- 6 it will not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Lender of the Sale Contract and /or the Ancillary Documents,
- 7 the Assignor has taken all corporate action necessary to authorise the execution and performance of the Deed and such execution and performance will not cause the Assignor to be in breach of any agreement (including Sale Contract and /or the Ancillary Documents) to which it is a party or any applicable law or regulation,
- 8 the Assignor shall do or permit to be done each and every act or thing which the Lender may from time to time require to be done for the purpose of enforcing the Lender's rights under the Deed and shall allow its name to be used as and when required by the Lender for that purpose, and
- 9 the Company shall, notwithstanding the Deed, remain fully liable for the Secured Sums to the Lender

Name of company

*insert full name
of Company

* Pinewood Road Developments Limited ("Company")

NOTE 3

The Deed contains a power of attorney in favour of the Lender

Definitions

The terms used in this Companies House Form 395 have the meanings set out below

"Ancillary Documents" means a

- (a) farm business tenancy between Hanson (as landlord) and Morgan (as tenant),
- (b) pre-emption agreement relating to land in the vicinity of Clanfield, Oxfordshire between Hanson (as seller) and Morgan (as buyer),
- (c) pre-emption agreement relating to land at Chestlion Farm between Morgan (as seller) and Hanson (as buyer),
- (d) deed of agreement for grant relating to land in the vicinity of Clanfield between Morgan (as seller) and Hanson (as buyer),
- (e) conditional agreement for lease relating to Lower Farm, Aston between Morgan (as seller) and Hanson (as buyer), all dated on or around the date of the Deed, being 14 May 2008,

"Assignment" means the Deed and the schedule to the Deed,

"Hanson" means Hanson Quarry Products Europe Limited (registered in England under number 300002), and

"Sale Contract" means the contract for the sale of Chestlion Farm, Clanfield, Oxfordshire between (1) the Morgan Brothers, Morgan and the Company, (2) Hanson, (3) Morgan (as tenant) and (4) the Lender dated on or about the date of the Deed, being 14 May 2008



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

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

**COMPANY NO. 5500351
CHARGE NO. 5**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED 14
MAY 2008 AND CREATED BY PINWOOD ROAD
DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM MORGAN TO BARCLAYS BANK
PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 20 MAY 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 MAY 2008



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**