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Companies Form No.395

Particulars of a mortgage or charge

395

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Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use U10

Company number 1363951

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

Name of company

*insert full name of company

* BARTEAK HOMES LIMITED

("the Mortgagor")

Date of creation of the charge

6th September 1996

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

Mortgage Deed ("the Mortgage")

Amount secured by the mortgage or charge

All money and liabilities whether actual or contingent (including further advances made after the date of the Mortgage by Lloyds Bank Plc ("the Bank") and secured directly or indirectly by the Mortgage) which then were or at any time thereafter might be due owing or incurred from or by the Mortgagor to the Bank anywhere or for which the Mortgagor might be or become liable to the Bank on any current or other account or in any manner whatsoever without limitation (and whether alone or jointly with any other person, firm or corporation and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due owing or incurred to some other person, firm or corporation and have subsequently become due owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law) together with interest on all such money and liabilities to the date of payment, commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Mortgage or in enforcing the security thereby created on a full and unqualified indemnity basis and a reasonable fee for any work undertaken by the Bank in relation to such enforcement.

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

Lloyds Bank Plc, Birmingham Regional Securities Centre, Section 9299, Po Box 70, 123 Colmore Row, Birmingham

Postcode B3 3AE

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

Edge & Ellison
Rutland House
148 Edmund St
Birmingham
B3 2JR

Time critical reference

For official Use

Mortgage Section | Post room

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COMPANIES HOUSE 13/09/96

Short particulars of all the property mortgaged or charged

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(a) By way of legal mortgage the property of the Mortgagor specified in the Schedule below (and, where such property is leasehold, any present or future right or interest conferred upon the Mortgagor in relation thereto by virtue of any Enfranchising Legislation (as defined in the Mortgage)) together with all buildings and fixtures (including trade fixtures), fixed plant and machinery from time to time thereon ("the Mortgaged Property") and references to the "Mortgaged Property" includes references to any part of it.

(b) (i) By way of fixed charge all present and future book and other debts, other monetary claims and choses in action owing or belonging to the Mortgagor and arising in connection with the Mortgaged Property or any business at any time carried on thereon and the proceeds thereof including (without limitation):

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

(aa) any amounts owing to the Mortgagor by way of rent, licence fee, service charge or dilapidations by any tenant or licensee (in each case whether present or future) of the Mortgaged Property and any ground rents and rentcharges owing to the Mortgagor in connection with the Mortgaged Property (and, in each case, the proceeds thereof);

(bb) any amounts owing or which may become owing to the Mortgagor under any building, construction or development contract entered into in connection with the Mortgaged Property or by virtue of the Mortgagor's rights under any retention or other trusts in connection therewith, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof); and

(ii) by way of floating charge all present and future stock, goods, moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or about (but not forming part of) the Mortgaged Property and in each case belonging to the Mortgagor or in which the Mortgagor has any interest (the "Mortgaged Chattels").

(c) By way of assignment the goodwill of the business (if any) which was then or at any time thereafter might be carried on by the Mortgagor at the Mortgaged Property and the full benefit of all present and future licences (if any) (excluding any licences required by or given pursuant to any environmental law) held in connection with any business at any time carried on by the Mortgagor at the Mortgaged Property and also the full right to recover and receive all compensation which may at any time become payable to the Mortgagor by virtue of the Licensing Act 1964 or any other statutory enactment.

(d) By way of assignment the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the Mortgaged Property and by way of an agreement to assign the benefit of all such guarantees or covenants under any such lease or underlease thereafter granted.

(e) By way of fixed charge, where the Mortgagor (by virtue of an estate or interest in the Mortgaged Property) is or becomes entitled to a share or shares in any company connected with the Mortgaged Property, the entitlement to such share or shares and such share or shares when issued and all rights, benefits and advantages at any time arising in respect of the same.

Particulars as to commission, allowance or discount (note 3)

NIL

Signed [signature] Date 6/9/96

On behalf of [~~company~~] [mortgagee/~~chargee~~]† Lloyds Bank Plc

†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.

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

Please do not write in this binding margin

The expression "Mortgaged Premises" means the assets, rights and properties described in (a), (b), (c), (d) and (e) above and references to the "Mortgaged Premises" include references to any part of it.

The Mortgagor may not without the prior consent in writing of the Bank:

(a) (i) (except as expressly provided for in the Mortgage) sell, assign, license, sub-license, discount, factor or otherwise dispose of or deal in any other way with, the Mortgaged Premises (other than the Mortgaged Chattels);

(ii) sell or otherwise dispose of all or any part of the Mortgaged Chattels except by way of sale, assignment, licence or sub-licence in the ordinary course of business;

(b) (i) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever (other than a prior mortgage or charge mentioned in the Second Schedule to the Mortgage) over all or any part of the Mortgaged Premises;

(ii) enter into any contractual or other agreement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by (b)(i) above.

By Sub-clause 5(d) of the Mortgage, the Mortgagor covenanted that it would pay into its account or accounts with the Bank the proceeds of book and other debts, monetary claims and choses in action, rentals and other amounts charged by way of fixed charge under the Mortgage.

SCHEDULE

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

The Freehold/Leasehold property known as or being

including the entirety of the property comprised in the document(s) particulars of which are set out below:

Date	Description (Conveyance, Lease, Assignment, Assent, etc.)	Parties
6th September 1996	Conveyance including land in title nos referred to below and other land.	Birmingham City Council (1) Barratt Homes Limited (2)

Land Certificate(s) Title No.(s)	County/London Borough
WM 254679, WM 255563, WM 224087, WM 385282, WM 119796, WM 177647, WM 175780, WK 163827, WM 177968 WM 166986, WM 269503, WM 268339, WM 372209 WM 170366 WM 210653	

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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. 01363951

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEED DATED THE 6th SEPTEMBER 1996 AND CREATED BY BARTEAK HOMES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th SEPTEMBER 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th SEPTEMBER 1996 .

D Jenkins

D. JENKINS

for the Registrar of Companies

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COMPANIES HOUSE

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