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CHFP025

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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

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

For official use

Company number

[M3]

1600461

Name of company

* Ashwell Property Group plc (the "Chargor")

Date of creation of the charge

20 August 2008

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

Memorandum of Deposit and Charge made between (1) the Chargor and (2)
Kaupthing Singer & Friedlander Limited (the "Charge")

Amount secured by the mortgage or charge

The payment and satisfaction on demand of all money and liabilities of the
Borrower which are on the date of the Charge or at any time thereafter may
be due owing or incurred from or by us to the Bank or for which we may be
or become liable to the Bank on any current or other account or in any
manner whatever whether alone or jointly with any other person and in
whatever name style or firm and whether as principal or guarantor or surety
and whether actually or contingently together with in all cases aforesaid
all interest (such interest both before and after any such demand being
computed on a daily basis until the date of repayment) discount commission
and other charges including legal charges occasioned by or incidental to
this or any other security held by or offered to the Bank for the same
indebtedness or occasioned by or incidental to the enforcement of any such
security and all costs charges and expenses

Continued

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

Kaupthing Singer & Friedlander Limited of One Hanover Street, London (the
"Bank")

Postcode W1S 1AX

Presenter's name address and
reference (if any)

Eversheds LLP
115 Colmore Row
Birmingham
B3 3AL
bir_corp/1290196

OONJ/156129-000013

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

FRIDAY



A29

22/08/2008

208

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See continuation sheet

Please do not
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**Please complete
legibly, preferably
in black type, or
bold block
lettering**

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Eversteels LLP

Date 20 August 2008

On behalf of ~~XXXXXX~~ [mortgagee/chargee] † Kaupthing Singer & Friedlander Limited

*A fee 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 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

Name of company

*insert full name
of Company

* Ashwell Property Group plc (the "Chargor")

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)

The charge created shall affect and the securities subject hereto shall include all dividends or interest paid or payable after the date hereof on any such securities and all stocks shares (and the dividends or interest hereon) rights moneys or property accruing or offered at any time by way of redemption bonus preference option or otherwise to or in respect of any securities charged by the Charge

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)

All the Chargor's stocks shares marketable and other securities of whatsoever nature in the Borrower referred to in the schedule whether held by the Bank on behalf of the Chargor or held to the order of the Bank (whether by any broker or its or the Bank's nominees, custodians or agents or otherwise) or transferred to the Bank or its nominees, custodians or agents or registered in its or their names by or for the Chargor or deposited or procured to be deposited by the Chargor with the Bank (whether lodged held transferred or registered for safe custody collection security or for any specific purpose or generally) together with all the Chargor's right title and interest in and to or in relation to all the Chargor's securities in the Borrower held from time to time by any clearance system on behalf of for the account of or to the order of the Bank and the benefit of all agreements, arrangements, undertakings or accounts under which any person holds on behalf of or on trust for the Chargor, or has an obligation to deliver or transfer any such stocks, shares, marketable or other securities in the Borrower to the Chargor or to the Chargor's order are charged by way of fixed charge The Charge created shall affect and the securities subject thereto shall include all dividends or interest paid or payable after the date of the Charge on any such securities and all stocks shares (and the dividends or interest thereon) rights moneys or property accruing or offered at any time by way of redemption bonus preference option or otherwise to or in respect of any securities thereby charged

Undertakings by the Chargor:

- (a) The Chargor undertakes to execute and sign all transfers assignments and other documents and to give such instructions as the Bank may reasonably require for perfecting the Bank's title to any securities subject hereto or for vesting or enabling the Bank to vest the same in its own name or the name of its nominee(s) or in any purchaser
- (b) After the happening of an Event of Default that is continuing unremedied and not waived, the Bank may without further notice sell or dispose of any securities subject

Name of company

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hereto or any part thereof in such manner and for such consideration (whether payable or deliverable immediately or by instalments) as the Bank may think fit and the Bank may apply the proceeds of sale in or towards discharge of the costs incurred therein and of the money or liabilities hereby secured and the residue if any shall be paid to the Chargor or to its order

- (c) The Chargor further agrees that the Bank shall have the right from time to time to assign charge re-pledge place in a common deposit or give as security any of the said securities subject to the Chargor for the purpose of securing loans to the Bank thereon and the Chargor further undertakes on demand to execute and complete any further documents or things which the Bank requires the Chargor to execute or do to enable it to make such pledge charge or deposit. The Chargor agrees that on release by the Bank to the Chargor of any of the said securities subject thereto the Chargor will accept delivery of securities of the same class and description as those thereby charged even though the same should not be identically numbered with those deposited

Schedule The Shares

50,000 ordinary shares (fully paid up, with a nominal value of £1 00 each) in the Borrower

Definitions

"Borrower" means Ashwell (Chelmsford) Limited (company number 05608426)

"Facility Letter" means any facility letter made between the Borrower and the Bank evidencing the Borrower's indebtedness and liabilities to the Bank from time to time (including without limitation a facility letter dated 12 June 2007 and an overdraft facility letter dated on or around the date of the Charge) and shall include any other agreement or document amending, novating, supplementing or replacing any facility letter from time to time



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

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

COMPANY NO. 1600461
CHARGE NO. 13

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MEMORANDUM OF DEPOSIT AND
CHARGE DATED 20 AUGUST 2008 AND CREATED BY ASHWELL
PROPERTY GROUP PLC FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO KAPTHING SINGER
& FRIEDLANDER LIMITED ON ANY ACCOUNT WHATSOEVER
WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 22 AUGUST 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 AUGUST 2008



Companies House
— for the record —

PJ



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES