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* insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Noted £20x2
2024/2

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

WISIA

03094756

Name of company

* Little Burton Development Company Limited (the "Assignor")

Date of creation of the charge

28th October 1999

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

Assignment and Charge (the "Assignment") dated 28th October 1999 made between the Assignor (1) and National Westminster Bank Plc (2) (the "Bank")

Amount secured by the mortgage or charge

All monies, obligations and liabilities (actual or contingent) of whatever nature which are now or may in the future be or become due, owing or incurred to the Bank by the Assignor in any manner whatsoever (and whether by the Assignor alone or jointly with any other person or persons, in whatever style, name or form and whether as principal or surety) together with:

(i) interest on the foregoing to date of repayment (before and after judgment) at such rates and upon such terms as may from time to time be payable;

(ii) commission, discount and other banking charges;

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

National Westminster Bank Plc acting through its branch at 65 Piccadilly
London (the "Bank")

Postcode

W1A 2PP

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

Wilde Sapte
1 Fleet Place
London
EC4M 7WS

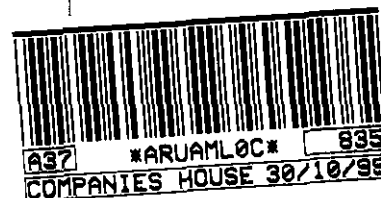
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Time critical reference

For official use

Mortgage Section

Post room



The Assignor with full title guarantee charges assigns the benefit of all the Assignors right, title and interest in the Agreement in favour of the Bank.

The Assignor will not:

- (a) without the prior consent of the Bank:
 - (i) determine, waive, release, vary (or attempt or purport to determine, waive, release or vary) any obligations (whether of the Assignor or any other party) contained in, or the terms of, the Agreement and/or Charge; or
 - (ii) determine or purport to determine the Agreement and/or Charge;

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Particulars as to commission allowance or discount (note 3)

Nil

Signed

Wilde Sayte

Date

28th

October 1999

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

† delete as
appropriate

- 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.

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 1

Company Number

03094756

Name of company

Little Burton Development Company Limited

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

Company Number

03094756

Name of company

Little Burton Development Company Limited

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

- (iii) costs and expenses (including any internal costs and expenses) incurred by the Bank or any Receiver in relation to the Charged Assets or in, towards or incidental to the preparation, completion, perfection or enforcement of this security or the realisation or sale of the Charged Assets;
- (iv) legal and other costs of the Bank (and any Receiver) on a full indemnity basis and VAT thereon; and
- (v) any other moneys payable by the Assignor to the Bank under the charge.

"Agreement" means the agreement for sale and purchase of part of the property made the 30 July 1999 between Persimmon Homes (South East) Limited (1) and the Assignor (2).

"Charge" means the legal charge dated 28th October 1999 between Persimmon (South East) Limited (1) and the Assignor entered into pursuant to the Agreement.

"Charged Assets" means each and all (as the context admits) of the Assignors interest in the Agreement and all other property or assets charged or assigned by way of security.

"Encumbrance" means any mortgage, charge, assignment, pledge, lien, right of set-off (other than arising by operation of law) or hypothecation, preferential right (save for any arising under the general law for the protection of certain classes of creditors), trust arrangement for the purpose of (and having a similar effect as) the granting of security or other security interest of any kind whatsoever.

"Property" means the freehold property known as Little Burton Farm Kennington Ashford Kent shown edged red on the plan annexed hereto being part of the property comprised in title numbers K760954 and K766407 and marked 'A' 'B' and 'C' on the plan.

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 3

Company Number

03094756

Name of company

Little Burton Development Company Limited

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

Company Number

03094756

Name of company

Little Burton Development Company Limited

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

- | | |
|-----|--|
| (b) | do, nor omit to do, any act or thing which would immediately or upon the expiry of notice or otherwise entitle any other party to the Agreement and/or Charge to rescind or determine the Agreement and/or Charge or to regard itself as discharged from one or more of its obligations under the Agreement and/or Charge: |
| (c) | licence, sell, create or permit to subsist any Encumbrance over or otherwise dispose of the Assignor's interest in the Agreement and/or Charge. |

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 5

Company Number

03094756

Name of company

Little Burton Development Company Limited

Notes

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 6

Company Number

03094756

Name of company

Little Burton Development Company Limited

Definitions

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03094756

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT AND CHARGE DATED THE 28th OCTOBER 1999 AND CREATED BY LITTLE BURTON DEVELOPMENT COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th OCTOBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd NOVEMBER 1999.

*Q
Gte*



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E