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COMPANIES FORM No 395

Particulars of a mortgage or charge

127832/468
395

CHFP000

A fee of £13 is payable to Companies House in respect of each register entry for the mortgage or charge.

Please do not write
in this margin

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

Pursuant to section 395 of the Companies Act 1985

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

For Official use

Company Number

9

03159208

Name of Company

*insert full name of
company

Fairview New Homes (Bedford) Limited (the "Company")

Date of creation of the charge

14 April 2009

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

Fixed and Floating Security Document (the "**Security Document**") dated 14 April 2009 between the Company and Lloyds TSB Bank plc (the "**Security Trustee**", which expression includes its successors in title, permitted assigns and permitted transferees).

Amount secured by the mortgage or charge

The "**Liabilities**", which are defined in the Security Document as meaning all present and future moneys, debts and liabilities due, owing or incurred by any Chargor or Obligor to any Finance Party under any Finance Document in any manner whatsoever (whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

Name and address of the mortgagees or persons entitled to the charge

Lloyds TSB Bank plc as security trustee for the benefit of the Finance Parties

1st Floor, 10 Gresham Street, London

Postcode

EC2V 7AE

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

Linklaters LLP
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 5096

Ref: L-160847

Please return
by Courier

Ang-Jin Chang

Time critical reference

For official Use
Mortgage Section

Post room

THURSDAY



LD3

L7FCW92Q
16/04/2009
COMPANIES HOUSE

122

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Please do not write
in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Signed **Liabors LLP**

Date **16 April** 2009

On behalf of [company][mortgagee/chargee]*

Note

* 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, e.g. "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 including 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. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

Short particulars of all the property mortgaged or charged**1 Fixed Charges**

Subject to Security permitted by the Facilities Agreement, the Company, with full title guarantee and as security for the payment of all Liabilities (whether of the Company or any other Chargor or any Obligor), charged in favour of the Security Trustee (as trustee for the Finance Parties):

1.1 Present Real Property: by way of first legal mortgage, all Real Property in England and Wales (including that described in Schedule 3 (*Real Property*) to the Security Document, as set out in Note (3)) belonging to it at the date of the Security Document;

1.2 Future Real Property: by way of first fixed equitable charge, all other Real Property belonging to it at the date of the Security Document and all Real Property acquired by it in the future; and

1.3 Other Assets: by way of first fixed charge, all its present and future:

- (a) Book Debts;
- (b) Bank Accounts and Related Rights;
- (c) Investments and Related Rights (including those described in Schedule 4 (*Investments*) to the Security Document, as set out in Note (4));
- (d) uncalled capital and goodwill;
- (e) Intellectual Property;
- (f) beneficial interest in any pension fund and Related Rights;
- (g) plant and machinery (except that mortgaged or charged by the Security described in paragraphs 1.1 (*Present Real Property*) or 1.2 (*Future Real Property*) above and excluding any assets which are not owned by it) and Related Rights;
- (h) rights under any agreement for the sale of any Charged Asset;
- (i) benefit of all present and future Authorisations held in connection with its business or the use of any Charged Asset specified in any other sub-paragraph of these paragraphs and the right to recover and receive all compensation which may be payable in respect of them;
- (j) interest in the benefit of all guarantees, warranties and representations given or made by any manufacturers, suppliers and installers of any plant, machinery, equipment, fixtures and fittings at the date of the Security Document or in the future on the Real Property and/or by any other person under contract with or under a duty to the Company in respect of them;
- (k) future easements and other rights at any time vested in, or conferred on, it in connection with or otherwise for the benefit of the Charged Assets; and
- (l) (to the extent that they are not subject to an effective assignment under paragraph 2 (*Assignments*) below) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits.

2 Assignments

The Company, with full title guarantee and as security for the payment of all Liabilities (whether of the Company or any other Chargor or any Obligor), unless prohibited by any such document or agreement and subject to certain undertakings described in Clause 3.2 (e) of the Security Document, assigns absolutely to the Security Trustee (as trustee for the Finance Parties) all its present and future right, title and interest in and to:

Short particulars of all the property mortgaged or charged

- 2.1 any agreements, contracts and Insurances relating to Real Property, including all moneys payable to it;
- 2.2 any claims, awards and judgments in favour of it, under or in connection with any agreements, contracts and Insurances relating to Real Property;
- 2.3 all Insurances and all proceeds in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of, Insurances); and
- 2.4 its Real Property (except those charged by paragraphs 1.1 and 1.2 above), including all rights against all past, present and future undertenants of its Real Property and their respective guarantors and sureties,

save that in relation to paragraphs 2.1, 2.2 and 2.4, as appropriate, the exercise of all rights and remedies, the exercise of any discretions or judgments, the giving of any waivers or consents and any entitlement to all proceeds and claims arising therefrom shall, in the absence of an Event of Default which is continuing, be exercised at the sole discretion of the Company, subject always to the terms of the Facilities Agreement.

3 Floating Charge

- 3.1 **Creation:** Subject to Security permitted by the Facilities Agreement, the Company, with full title guarantee and as security for the payment of all Liabilities (whether of the Company or any other Chargor or any Obligor), charged in favour of the Security Trustee (as trustee for the Finance Parties) by way of first floating charge, its undertaking and all its assets, both present and future (including assets expressed to be charged by the Security described in paragraph 1(*Fixed Charges*) above).

Note (1): The Security Document provides that:

- 1 **Security:** The Company shall not create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by clause 22.5 (*Negative pledge*) of the Facilities Agreement, except as permitted by that clause.
- 2 **Disposal:** The Company shall not (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except for certain limited exceptions specified in Clause 22.6 (*Disposals*) of the Facilities Agreement.
- 3 **Conversion by Notice:** The Security Trustee may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Company specifying the relevant Charged Assets (either generally or specifically):
 - 3.1 if it considers it necessary (acting reasonably) to do so in order to protect or preserve the Charges over and/or the priority of those Charges over those specific Charged Assets; and/or
 - 3.2 while an Enforcement Event is continuing.
- 4 **Automatic Conversion:** If:
 - 4.1 the Company takes any step to create any Security in breach of paragraph 1 (*Security*) of this Note (1) over any of the Charged Assets not subject to a fixed Charge; or
 - 4.2 any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

Short particulars of all the property mortgaged or charged

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

Note (2): In this Form, except to the extent that the context requires otherwise:

any reference to the "**Agent**", the "**Arranger**", any "**Hedging Bank**" any "**Finance Party**", the "**Issuing Bank**", any "**Lender**", any "**Obligor**", any "**Party**" or the "**Security Trustee**" includes its successors in title, permitted assigns and permitted transferees;

any reference to the "**assets**" includes present and future properties, revenues and rights of every description;

"**Additional Borrower**" means a company which becomes an Additional Borrower in accordance with Clause 27.1 (*Additional Borrowers*) of the Facilities Agreement.

"**Additional Guarantor**" means a company which becomes an Additional Guarantor in accordance with Clause 27.2 (*Additional Guarantors*) or Clause 22.32 (*Additional Security*) of the Facilities Agreement.

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"**Agent**" means Lloyds TSB Bank plc as agent of the other Finance Parties.

"**Arranger**" means Lloyds TSB Bank plc, Bank of Scotland plc and The Royal Bank of Scotland plc as mandated lead arrangers (whether acting individually or together).

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Backstop Facility**" means the revolving credit facility made available under the Facilities Agreement as described in paragraph (b) of Clause 2.1 (*The Facilities*) of the Facilities Agreement.

"**Bank Accounts**" of the Company means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts.

"**Book Debts**" of the Company means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind.

"**Charged Assets**" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

"**Charges**" means all or any of the Security created or expressed to be created by or pursuant to the Security Document and any Supplemental Debenture.

"**Chargor**" means each of the companies listed in Schedule 1 (*The Chargors*) to the Security Document.

"**Enforcement Event**" means the occurrence of an Event of Default which is continuing and has resulted in the Agent exercising any of its rights under Clause 25.20 (*Acceleration*) of the Facilities Agreement.

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"Event of Default" means any event or circumstance specified as such in Clause 25 (*Events of Default*) of the Facilities Agreement.

"Facilities Agreement" means the facilities agreement dated 14 April 2009 between, among others, the Company, Lloyds TSB Bank plc, Bank of Scotland plc and The Royal Bank of Scotland plc as Arranger, the Lenders named in that agreement, and Lloyds TSB Bank plc as Agent and Security Trustee.

"Finance Document" means:

- (i) the Facilities Agreement;
- (ii) any fee letter(s) dated on or about the date of the Facilities Agreement between, as the case may be, the Arranger and the Company, the Agent and the Company or the Security Trustee and the Company setting out any of the fees referred to in Clause 13 (*Fees*) of the Facilities Agreement;
- (iii) documents entered into between a member of the Group and a Hedging Bank for the purpose of implementing the hedging strategy required by the Hedging Letter;
- (iv) the Security Document and any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document; and

any other document designated as such by the Agent and the Parent.

any reference to a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument.

"Finance Party" means the Agent, the Security Trustee, any Hedging Bank, the Issuing Bank, the Arranger or a Lender.

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus.

"Group" means the Parent and its Subsidiaries for the time being, but excluding Fairview (Strategic Land) Limited.

"Hedging Bank" means a Lender (or an Affiliate of a Lender) which has become a party to this Agreement in accordance with Clause 26.10 (*Hedging Banks*) of the Facilities Agreement.

"Hedging Letter" means a letter dated on or about the date of this Agreement between the Arranger and the Parent setting out the hedging strategy agreed in relation to the Revolving Facility or the Backstop Facility.

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"Insurances" of the Company means all contracts and policies of insurance of any kind at the date of the Security Document or in the future taken out by or on behalf of the Company or (to the extent of its interest) in which the Company at the date of the Security Document or in the future has an interest.

Short particulars of all the property mortgaged or charged

"Intellectual Property" of the Company means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which the Company at the date of the Security Document or in the future owns or (to the extent of its interest) in which the Company at the date of the Security Document or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same and Related Rights).

"Investments" of the Company means:

- (i) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);
- (ii) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (iii) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (iv) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case at the date of the Security Document or in the future owned by the Company or (to the extent of its interest) in which the Company at the date of the Security Document or in the future has an interest, but excluding stocks and shares owned by the Company or in which the Company has an interest, or in any Subsidiary which is a joint venture or similar arrangement (where such arrangement prohibits the creation of Security over such stocks or shares).

"Issuing Bank" means Lloyds TSB Bank plc as issuer of bonds.

"Lenders" means

- (i) the financial institutions listed in Part II of Schedule 1 of the Facilities Agreement; and
- (ii) any bank, financial institution, trust, fund or other entity which has become a party to the Facilities Agreement in accordance with Clause 26 (*Changes to the Lenders*) of the Facilities Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facilities Agreement.

"Obligor" means each of the Subsidiaries of the Parent listed in Part I of Schedule 1 to the Facilities Agreement and each of the Additional Borrowers and each of the Additional Guarantors.

"Parent" means Fairview Holdings Limited (company number 4081726) whose registered office is at 50 Lancaster Road, Enfield, Middlesex EN2 0BY.

"Party" means a party to the Facilities Agreement.

any reference to a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality).

Short particulars of all the property mortgaged or charged

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon).

"Related Rights" means, in relation to any asset, all or any:

- (a) proceeds of sale of all or any part of that asset;
- (b) rights under any licence, agreement for sale, agreement for purchase, or agreement for lease in respect of that asset;
- (c) rights, benefits, claims, contracts, guarantees, warranties, representations (including given by manufacturers, suppliers, installers or any other third party or other person), remedies, security, indemnities or covenants for title in respect of that asset; and

moneys, claims and proceeds paid or payable in respect of that asset (including any sums of money, claims or proceeds deriving from or in relation to any court or arbitration, order, judgment or award).

"Revolving Facility" means the revolving credit facility made available under the Facilities Agreement as described in paragraph (a) of Clause 2.1 (*The Facilities*) of the Facilities Agreement.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006.

"Supplemental Debenture" means a supplemental debenture substantially in the form set out in Schedule 5 (*Form of Supplemental Debenture*) to the Security Document.

Note (3): The Real Property specified in Schedule 3 (*Real Property*) to the Security Document is as follows:

REAL PROPERTY

Site	Property Ref	Title Number(s)	Registered Proprietor
Royston (Sites A & B)	63	HD390828 HD387607	Fairview New Homes (Friern Barnet Limited) Fairview New Homes (Friern Barnet Limited) but transferred to West Three Developments Limited by a transfer dated 17 March 2009.
Royston (Site C)	64	HD387539	Fairview New Homes (Friern Barnet Limited) but transferred to West Three Developments Limited by a transfer dated 17 March 2009.
Englefield Green	197	SY160888	Fairview New Homes (Englefield Green) Limited Fairview New Homes (Chase Road) Limited (owner of beneficial interest)
Palmers Green	200	EGL369015 EGL351740	Fairview New Homes (Chequers Way) Limited Fairview New Homes (Bedford) Limited

Name of Company

Fairview New Homes (Bedford) Limited

Company Number

03159208

Short particulars of all the property mortgaged or charged

Site	Property Ref	Title Number(s)	Registered Proprietor
			but transferred to Fairview New Homes (Chequers Way) Limited by a transfer dated 8 April 2009
Croydon, Queens Hospital	290	SGL616132	Fairview New Homes (South) Limited
Ipswich, Duke Street	310	(part only) SK220890 SK272975	Fairview New Homes (Northgate) Limited Anglia Secure Homes (South East) Limited
Tunbridge Wells, Kingswood Road	349	K800460	Anglia Secure Homes (South East) Limited
Gypsy Corner - Hotel & Leisure Site	314	AGL128274	West Three Developments Limited
East Grinstead	315	WSX281333	Fairview New Homes (Epsom) Limited
Ipswich Ranelagh Road	316	SK61559	West Three Developments Limited
Horton Kirby	323	K879634 K782331	Fairview New Homes (Chase Road) Limited Fairview New Homes (Chase Road) Limited
Canterbury	330	K809969	Fairview New Homes (Hoddesdon) Limited
Tunbridge Wells, Good Station Road	334	K901708	Fairview New Homes (Willow Way) Limited
South Norwood, Cumberlow Lodge	343	SGL673188 P72780	Fairview New Homes (West) Limited but transferred to West Three Developments Limited by a transfer dated 17 March 2009. Fairview New Homes (West) Limited but transferred to West Three Developments Limited by a transfer dated 17 March 2009.
Farnborough, Concept House	344	HP369347	Fairview New Homes (Bow) Limited but transferred to Fairview Enfield Limited by a transfer dated 17 March 2009.
NW9, Colindale Hospital	347	AGL163427 MX325966 MX343469 MX260665	Fairview New Homes (Colindale) Limited Fairview New Homes (Colindale) Limited Fairview New Homes (Colindale) Limited Fairview New Homes (Colindale) Limited
Colindale, Brent Works	348	NGL722944	Fairview New Homes (West) Limited but transferred to West Three Developments Limited by a transfer dated 17 March 2009.
Brentwood, Sams Nightclub	350	EX714370	Anglia Secure Homes (South East) Limited
Ashford, Hunter Avenue	354	(part only) K931224	Fairview Enfield Limited
West Thurrock, Drapers Site	359	EX461465	Fairview Enfield Limited

Name of Company

Fairview New Homes (Bedford) Limited

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Short particulars of all the property mortgaged or charged

Site	Property Ref	Title Number(s)	Registered Proprietor
High Wycombe, John North Hall	360	BM267433	Fairview New Homes (Guildford) Limited but transferred to Fairview New Homes (Chase Road) Limited by a transfer dated 17 March 2009.
South Norwood, Tennison Road	363	SGL694585 SY11584	Fairview New Homes (Beeston) Limited, but transferred to Fairview Enfield Limited by a transfer dated 17 March 2009. Fairview New Homes (Beeston) Limited but transferred to Fairview Enfield Limited by a transfer dated 17 March 2009.
Ewell, Mead & Auriol	364	SY769611	Anglia Secure Homes (South East) Limited
Tunbridge Wells, Medway Road	368	K936801	Fairview New Homes (Willow Way) Limited
Faversham, Whitstable Road	313	K870272	Fairview Homes Limited
Caterham, Stafford Road (Anglia)	318	SY654440	Anglia Secure Homes (South East) Limited
Croydon, City House	332	SGL216588	Fairview New Homes (Westminster Drive) Limited
Worcester (Cabot)	351	WR94608 WR94549	Cabot Homes Limited Cabot Homes Limited
Cliftonwood (Cabot)	353	BL24372 BL68092	Cabot Homes (South West) Limited Cabot Homes (South West) Limited
Botesdale, Chapel Lane (Anglia)	357	SK255339	Anglia Secure Homes (South East) Limited
Bury St Edmunds, Laundry Lane (Anglia)	362	SK302536	Anglia Secure Homes (South East) Limited

Name of Company

Fairview New Homes (Bedford) Limited

Company Number

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Short particulars of all the property mortgaged or chargedNote (4): The Investments specified in Schedule 4 (*Investments*) to the Security Document are as follows:**INVESTMENTS****FAIRVIEW NEW HOMES LIMITED**

Name	Jurisdiction of incorporation	Registration number (or equivalent, if any)	Share Certificate Number	Number and Class of Shares
Fairview Estates (Housing) Limited	England and Wales	00769922	1	6,720 ordinary shares of £1 each
Fairview Limited	England and Wales	03836526	2	2 ordinary shares of £1 each
Fairview Homes Limited	England and Wales	03360803	1	2 ordinary shares of £1 each
Fairview Land Limited	England and Wales	03164322	2	2 ordinary shares of £1 each
Fairview New Homes (Beeston) Limited	England and Wales	03159205	1	2 ordinary shares of £1 each
Fairview New Homes (Bow) Limited	England and Wales	03805350	1	2 ordinary shares of £1 each
Fairview New Homes (Carterhatch) Limited	England and Wales	03390189	1	2 ordinary shares of £1 each
Fairview New Homes (Chase Road) Limited	England and Wales	03479204	1	2 ordinary shares of £1 each
Fairview New Homes (Chequers Way) Limited	England and Wales	03159207	1	2 ordinary shares of £1 each
Fairview New Homes (Colindale) Limited	England and Wales	03770488	1	2 ordinary shares of £1 each
Fairview New Homes (Egham) Limited	England and Wales	03363085	1	2 ordinary shares of £1 each
Fairview New Homes (Englefield Green) Limited	England and Wales	03457119	1	2 ordinary shares of £1 each
Fairview New Homes (Epsom) Limited	England and Wales	03499301	1	2 ordinary shares of £1 each
Fairview New Homes (Farnborough) Limited	England and Wales	03159217	2	2 ordinary shares of £1 each
Fairview New Homes (Gosport) Limited	England and Wales	03836456	2	2 ordinary shares of £1 each
Fairview New Homes	England and	03159211	2	2 ordinary shares of

Name of Company

Fairview New Homes (Bedford) Limited

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Name	Jurisdiction of incorporation	Registration number (or equivalent, if any)	Share Certificate Number	Number and Class of Shares
(Greenwich) Limited	Wales			£1 each
Fairview New Homes (Friern Barnet) Limited	England and Wales	03657727	2	2 ordinary shares of £1 each
Fairview New Homes (Guildford) Limited	England and Wales	03557148	2	2 ordinary shares of £1 each
Fairview New Homes (Hoddesdon) Limited	England and Wales	03553774	1	2 ordinary shares of £1 each
Fairview New Homes (Kingsley) Limited	England and Wales	03835230	1	2 ordinary shares of £1 each
Fairview New Homes (Northgate) Limited	England and Wales	03522862	1	2 ordinary shares of £1 each
Fairview New Homes (Oaklands) Limited	England and Wales	01145312	1	100 ordinary shares of £1 each
Fairview New Homes (South) Limited	England and Wales	03164319	1	2 ordinary shares of £1 each
Fairview New Homes (West) Limited	England and Wales	03159200	1	2 ordinary shares of £1 each
Fairview New Homes (Westminster Drive) Limited	England and Wales	03390185	1	2 ordinary shares of £1 each
Fairview New Homes (Willow Way) Limited	England and Wales	03942438	1	2 ordinary shares of £1 each
Crossways Property Limited	England and Wales	04833499	1	2 ordinary shares of £1 each
Fairview Realty Limited	England and Wales	03608350	2	2 ordinary shares of £1 each
Fairview Residential Lettings Limited	England and Wales	06585216	1	2 ordinary shares of £1 each
RMS Financial Services Limited	England and Wales	02717961	10	2000 ordinary shares of £1 each
West Three Developments Limited	England and Wales	04622019	1 and 2	500 A ordinary shares of £1 each and 400 B ordinary shares of £1 each
Anglia Secure Homes (South East) Limited	England and Wales	00309255	1 and 2	3,000,100 ordinary shares of £1 each and 99,900 deferred shares of £1 each

Name of Company

Fairview New Homes (Bedford) Limited

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Name	Jurisdiction of incorporation	Registration number (or equivalent, if any)	Share Certificate Number	Number and Class of Shares
Fairview Enfield Limited	England and Wales	01792776	1	22,816,458 ordinary shares of £1 each
Rialto Homes Limited	England and Wales	00694306	1	8,750,000 ordinary shares of £1 each
Fairview (Strategic Land) Limited	England and Wales	03163889	1	2 ordinary shares of £1 each
Fairview New Homes (Long Lane) Limited	England and Wales	03544950	1	705,000 ordinary shares of £1 each
Enfield 209 Limited	England and Wales	02026455	1	2 ordinary shares of £1 each
Bayfordbury Holdings Limited	England and Wales	02698931	1	5,025,000 ordinary shares of £1 each
Rialto No 7 Limited	England and Wales	04459878	1	700,001 ordinary shares of £1 each

FAIRVIEW ESTATES (HOUSING) LIMITED

None

ANGLIA SECURE HOMES (SOUTH EAST) LIMITED

Name	Jurisdiction of incorporation	Registration number (or equivalent, if any)	Share Certificate Number	Number and Class of Shares
Anglia Secure Homes (Properties) Limited	England and Wales	06641139	1	100 ordinary shares of £1 each

BAYFORDBURY HOLDINGS LIMITED

None

CABOT HOMES LIMITED

Name	Jurisdiction of incorporation	Registration number (or equivalent, if any)	Share Certificate Number	Number and Class of Shares
Cabot Housing Limited	England and	03835191	3	100,000 ordinary

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Name	Jurisdiction of incorporation	Registration number (or equivalent, if any)	Share Certificate Number	Number and Class of Shares
	Wales			shares of £1 each
Cabot Homes (South West) Limited	England and Wales	03870272	1	400,075 ordinary shares of £1 each

CABOT HOMES (SOUTH WEST) LIMITED

None

CROSSWAYS PROPERTY LIMITED

None

ENFIELD 209 LIMITED

None

FAIRVIEW ENFIELD LIMITED

Name	Jurisdiction of incorporation	Registration number (or equivalent, if any)	Share Certificate Number	Number and Class of Shares
Cabot Homes Limited	England and Wales	03427497	1	13,500,500 ordinary shares of £1 each

FAIRVIEW HOLDINGS LIMITED

Name	Jurisdiction of incorporation	Registration number (or equivalent, if any)	Share Certificate Number	Number and Class of Shares
Fairview New Homes Limited	England and Wales	04081723	1	35,000,000 ordinary shares of £1 each

FAIRVIEW HOMES LIMITED

None

FAIRVIEW NEW HOMES (BEDFORD) LIMITED

None

FAIRVIEW NEW HOMES (BEESTON) LIMITED

None

Name of Company

Fairview New Homes (Bedford) Limited

Company Number

03159208

Short particulars of all the property mortgaged or charged

FAIRVIEW NEW HOMES (BOW) LIMITED

None

FAIRVIEW NEW HOMES (CARTERHATCH) LIMITED

None

FAIRVIEW NEW HOMES (CHASE ROAD) LIMITED

None

FAIRVIEW NEW HOMES (CHEQUERS WAY) LIMITED

None

FAIRVIEW NEW HOMES (COLINDALE) LIMITED

None

FAIRVIEW NEW HOMES (EGHAM) LIMITED

None

FAIRVIEW NEW HOMES (ENGLEFIELD GREEN) LIMITED

None

FAIRVIEW NEW HOMES (EPSOM) LIMITED

None

FAIRVIEW NEW HOMES (FRIERN BARNET) LIMITED

None

FAIRVIEW NEW HOMES (GUILDFORD) LIMITED

None

FAIRVIEW NEW HOMES (HODDESDON) LIMITED

None

FAIRVIEW NEW HOMES (KINGSLEY) LIMITED

None

FAIRVIEW NEW HOMES (LONG LANE)

None

FAIRVIEW NEW HOMES (NORTHGATE) LIMITED

None

FAIRVIEW NEW HOMES (OAKLANDS) LIMITED

None

FAIRVIEW NEW HOMES (SOUTH) LIMITED

None

Name of Company

Fairview New Homes (Bedford) Limited

Company Number

03159208

Short particulars of all the property mortgaged or charged

FAIRVIEW NEW HOMES (WEST) LIMITED

None

FAIRVIEW NEW HOMES (WESTMINSTER DRIVE) LIMITED

None

FAIRVIEW NEW HOMES (WILLOW WAY) LIMITED

None

FAIRVIEW RESIDENTIAL LETTINGS LIMITED

None

RIALTO HOMES LIMITED

None

RIALTO NO. 7 LIMITED

None

WEST THREE DEVELOPMENTS LIMITED

None



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 3159208
CHARGE NO. 9

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
DOCUMENT DATED 14 APRIL 2009 AND CREATED BY
FAIRVIEW NEW HOMES (BEDFORD) LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGOR
OR OBLIGOR TO ANY FINANCE PARTY ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 16 APRIL 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 APRIL 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES