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Please complete
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/C 00600024 ✓

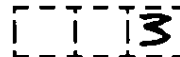
13
395

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

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

For official use



Company number

3229749

Name of company

* **Peveral Freeholds No 2 Limited** a company incorporated in England and Wales (the **Chargor**)

Date of creation of the charge

4 July 2008

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

Supplemental Legal Charge between the Chargor and the Security Trustee (as defined below) (the **Deed**)

Amount secured by the mortgage or charge

All present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of the Chargor to the Finance Parties (including, without limitation under the Finance Documents) except for any obligation which, if it were so included, would result in a contravention of section 151 of the Companies Act 1985 (**Secured Liabilities**)

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

Bank of Scotland plc acting as agent and security trustee for itself and on behalf of each of the Finance Parties (the **Security Trustee**)

Postcode AB10 1PY

Presenter's name address and
reference (if any)

Addleshaw Goddard LLP
Box 500, Companies House, 21
Bloomsbury Street, London WC1B
3XD

CHAMAA/312162-279

Time critical reference

For official Use (02/06)
Mortgage Section

THURSDAY



LK236105

LD5

24/07/2008

16

COMPANIES HOUSE

1 FIXED CHARGE

1 1 Charge

The Chargor, as security for the payment and performance of the Secured Liabilities and in the manner specified in Clause 2 2 of the Deed (as shown in clause 1 2 of this Form 395), charged in favour of the Security Trustee by way of first legal mortgage its right, title and interest in and to the Legally Mortgaged Property

Continued in addendum 4/4

Please do not write in this margin
Please complete legibly, preferably in black type, or bold black lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed Addleshaw Goddard LLP Date 24.07.08

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

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

Notes

† 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
- 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* Peveral Freeholds No 2 Limited a company incorporated in England and
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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)

1 2 Title Guarantee

- (a) Every disposition effected by the Deed is made with full title guarantee
- (b) The other terms of the Deed do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants

1 3 Notification of Charge

The Chargor agreed that it shall apply to the Chief Land Registrar for a restriction in the following terms to be entered on the Register of Title relating to any property registered at the Land Registry in its name and against which the Deed may be noted

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 3 July 2008 in favour of Bank of Scotland plc referred to in the Charges Register "

1 4 Tacking and further advances

It was agreed that the Lenders are, subject to the terms of the Facility Agreement, under an obligation to make further advances to the Borrowers, and this security has been made for securing such further advances. The Security Trustee and the Chargor by the Deed consent to an application being made to the Chief Land Registrar to enter a note of such obligation on the register of title to all present and future registered property of the Chargor (and any unregistered properties subject to compulsory first registration at the date of the Deed)

Name of company

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of Company* Peveral Freeholds No 2 Limited a company incorporated in England and
Wales (the Chargor)**2. CONFIRMATION**

Any legal mortgage, fixed charge or floating charge created by the Debenture or any Supplemental Legal Charge (including in particular all fixed or floating security under Clauses 2 and 3 of the Debenture which arose on the Chargor becoming beneficially entitled to such assets) or any rights of the Security Trustee therein shall continue in force and shall not merge in any security created by the Deed or be released, extinguished or affected in any way by the Deed

DEFINITIONS

In this Form 395 the following terms shall have the following meanings

Accession Letter means a document substantially in the form set out in schedule 6 (Form of Accession Letter) of the Facility Agreement

Additional Borrower means a company which becomes an Additional Borrower in accordance with clause 25 9 (Changes to the Obligors) of the Facility Agreement

Additional Guarantor means a company which becomes an Additional Guarantor in accordance with clause 25 9 (Changes to the Obligors) of the Facility Agreement

Additional Obligor means an Additional Borrower or an Additional Guarantor or an Additional Parent

Additional Parent means a company which becomes an Additional Parent in accordance with clause 25 9 (Changes to the Obligors) of the Facility 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 (or in each such case any other person who would be a Subsidiary or a Holding Company if it were incorporated under the Companies Act 1985 rather than in another jurisdiction)

Agent means Bank of Scotland plc

Alternative Company means a Borrower which becomes an Alternative Company in accordance with clause 26 5 (Alternative Companies) of the Facility Agreement

Arranger means Bank of Scotland plc

Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 25 9 (Changes to the Obligors) of the Facility Agreement

Company means the Original Company and any Alternative Company

Debenture means a deed of debenture dated 13 June 2008 between the Chargor and the other companies defined therein as chargors and the Security Trustee as security trustee

Deed of Custody means the deed of custody and guarantee entered into on or about the date of the Facility Agreement between (1) the Company and EML (2) RPG and (3) the Security Trustee

Name of company

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EML means Estates & Management Limited, a company incorporated under the laws of England and Wales with registration number 3244100

Facility means the Initial Facility and the Term-Out Facility

Facility Agreement means a facility agreement dated 30 November 2007 and entered into between, inter alios, Fairhold Homes Investment (No 13) Limited as company, the companies listed in part 1 of schedule 1 to such facility agreement as original borrowers, the companies listed in part 2 of such schedule 1 as original guarantors, the financial institution listed in part 3 of such schedule as original borrower and Bank of Scotland plc as security trustee, arranger, agent and original hedge counterparty and as acceded to and amended from time to time

Facility Obligor means the Company, each Borrower and each Guarantor

Fee Letter means any letter or letters dated on or after the date of the Facility Agreement between the Arranger and the Original Borrowers (or the Agent and the Original Borrowers) setting out any of the fees referred to in clause 12 (Fees) of the facility Agreement

Finance Documents means the Facility Agreement, any Accession Letter, each Hedging Agreement, any Resignation Letter, the Interest Shortfall Guarantee, each Fee Letter, any Subordination Deed, any subordinated creditor accession deed, each Deed of Custody, each Security Document, each Utilisation Request and any other document designated as such by the Agent and the Company

Finance Party means any of the Agent, the Arranger, the Security Trustee, each Lender and each Hedge Counterparty

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 25.9 (Changes to the Obligors) of the Facility Agreement

Hedging Agreement means each of

- (a) each Interest Rate Hedging Agreement, and
- (b) each RPI Hedging Agreement

Hedge Counterparty means the Original Hedge Counterparty or any Lender or an Affiliate of a Lender (in each case which is either (i) approved by the Company or (ii) rated not less than A1 by Moodys or A+ by Standard and Poors and by Fitch) which has acceded to the Facility Agreement as a Hedge Counterparty by delivery to the Agent of a duly completed and executed Accession Letter

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

Interest Rate Hedging Agreement means each ISDA master agreement entered into from time to time between a Borrower and Hedge Counterparty, the schedule to such agreement and the confirmation under such agreement for the purpose of hedging the interest rate liabilities of the Borrowers in relation to the Facility

Interest Shortfall Guarantee means the limited guarantee entered into between RPG and the Security Trustee

Initial Facility means the revolving loan facility made available under the Facility Agreement as described in clause 2.1 (The

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Facility) of the Facility Agreement

Legally Mortgaged Property means each freehold/leasehold or heritable property (including the Premises as defined in the Facility Agreement), specified in the Schedule to the Deed (as referred to in the schedule this Form 395)

Lender means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 22 (Changes to the Lenders) of the Facility Agreement,

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

Original Borrowers means Fairhold Homes Investment (No 13) Limited (No 6151506)

Original Company means Fairhold Homes Investment (No 13) Limited (registered in England with number 6151506)

Original Guarantor means Littonace (No 11) Limited (No 5970297), Fairhold Homes (No 16) Limited (No 5647471) and Fairhold Homes Investment (No 13) Limited (No 6151506) (together with the Borrowers and Company each an **Original Guarantor** and together the **Original Guarantors**)

Original Hedge Counterparty means Bank of Scotland plc

Original Lender means Bank of Scotland plc

Party means a party to the Facility Agreement

Premises means any building or other edifice from time to time on any Property

Property means each freehold and/or leasehold property and/or rentcharges specified in a Property Schedule together in each case with the Premises thereof (and includes, as the context requires, any part thereof) (and **Properties** shall be construed accordingly) but excluding those Properties which are from time to time released from the Security Documents in accordance with the provisions of the Facility Agreement

Property Schedules means each schedule of Properties delivered to the Agent prior to a Utilisation

Resignation Letter means a letter substantially in the form set out in schedule 7 (Form of Resignation Letter) of the Facility Agreement

RPG means Rotch Property Group Limited a company incorporated in England and Wales with registered no 1505228

RPI Hedging Agreement means each ISDA master agreement entered into from time to time between a Borrower and Hedge Counterparty, the schedule to such agreement and the confirmation under such agreement for the purpose of hedging the retail price index liabilities of the Borrowers in relation to the Facility

Security Documents means each Debenture, each Share Mortgage, any Title Insurance (where the relevant Facility Obligor

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has effected the same) and any other document designated as a Security Document by the Security Trustee and the Company

Share Mortgage means the mortgages of shares in a Borrower or other Facility Obligor granted on or about the date of the Facility Agreement in favour of the Security Trustee by the Company (or, in relation to any Additional Obligor, or about the date on which such person became an Additional Obligor)

Subordination Deed means any agreement or deed pursuant to which the claims of any person making a loan to a Facility Obligor are subordinated to the claims of the Finance Parties against such Facility Obligor in a manner satisfactory to the Security Trustee

Subsidiary means a subsidiary within the meaning of section 736 of the Companies Act 1985

Term-Out Facility means the £200,000,000 5 year term facility to be provided by the Lenders to the Borrowers on the terms set out in the Facility Agreement following a conversion in accordance with clause 5.5 of the Facility Agreement

Title Insurance means the policy of title indemnity insurance dated on or about the date hereof and provided for the Agent by First Title Insurance plc or such alternative title indemnity insurance as the Agent may require from time to time

Utilisation means a utilisation of the Facility

Utilisation Request means a notice substantially in the form set out in schedule 3 (Utilisation Request) of the Facility Agreement

The Schedule

Legally Mortgaged Property

Property	Property Description	Title Number
Peverel Ingress Park T1	Brent House and Alderman House, Portland Place, Greenhithe	K931751
Peverel Newcombes Road	Newcombes Yard, West Way, Cirencester	GR282208
Peverel Parc Owen	Land and buildings at Clos Springfield, Talbot Green, Pontyclun CF72 8FE	CYM361272
Peverel Newlands Area H70	Plots 1-15 Newlands, Swindon	WT262832
Peverel Fairford Leys P16	27 to 37 (odd) Brimmers Way Aylesbury HP19 7HR	BM326121
Peverel Saxon Gate	Land at Saxon Gate	GR308932
Peverel Princes Gate	Land lying to the north of Heol Pontpennau, Pontpennau, Cardiff	CYM359405
Peverel The Radius	Land on the south side of Updown Lane, Bolnore Village	WSX277183
Peverel Station Square	Land on the east side of Station Road Syston	LT364550
Peverel Kestral Court	Cherry Tree Cottage, Yew Tree Cottage and The Beeches, Old Church Lane, Stanmore HA7 2RD	NGL853978
Peverel Finkle Street	2-7 Finkle Court, Market Weighton	YEA49181
Peverel Fairview Mews	Land and buildings at Fairview Mews Newbridge	CYM358692
Peverel Fairford Leys Phase 9	7 to 12 (inclusive) Warbler Close, Aylesbury HP19 7AP	BM327028
Peverel Coed Celynen	2 Coed Celynen Drive, Abercarn, Newport	CYM357714
Peverel The Vale	Plots 22 - 27 and 45-50 The Vale Swindon	WT263961
Peverel Collingwood Place	2-36 St James House Gloucester GL1 3LE	GR308690



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3229749
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE
DATED 4 JULY 2008 AND CREATED BY PEVEREL FREEHOLDS
NO.2 LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO THE FINANCE
PARTIES 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
24 JULY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 JULY 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES